OFF-STREET PARKING BOARD AGENDAS

for

FINANCE COMMITTEE MEETING

and

MONTHLY BOARD MEETING

WEDNESDAY, SEPTEMBER 4, 2024

OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
AGENDA

WEDNESDAY, SEPTEMBER 4, 2024

8:00 A. M.

A G E N D A
OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
CITY OF MIAMI, FLORIDA

September 4, 2024 **8:00 a.m.** **40 N.W. 3rd St., Suite 1103**

1. June 2024 Financial Statements

   A. Miami Parking Authority
   B. Knight Center Garage

2. July 2024 Financial Statements

   A. Miami Parking Authority
   B. Knight Center Garage

3. June/July 2024 Bank Reconciliations

Any person may be heard by the Off-Street Parking Board of Directors, through the Chair, for not more than two minutes, on any proposition before the Board of Directors unless modified by the Chair. The Chair will advise the public when the public may have the opportunity to address the Board of Directors during the Public Comment Period or at any other designated time.

In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing special accommodations to participate in this proceeding may contact the Miami Parking Authority at (305) 373-6789 ext. 227 or ext. 228 (Voice) no later than six (6) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than six (6) business days prior to the proceeding.

MIAMI PARKING AUTHORITY

TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

SUBJECT: Financial Summaries For the Period Ended June 30, 2024

DATE: September 4, 2024

The attached summaries represent the financial performance for the Miami Parking Authority and the Knight Center Garage for the month ended June 30, 2024.

AA:ss

Attachment

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com

T 305.373.6789
F 305.371.9451

MIAMI PARKING AUTHORITY

Revenue & Expenses Summary

For the Nine Months Ended June 30, 2024

Year-To-Date	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget	
	$	$	$	$	%	$	%
Operating Revenue	46,079,115	41,587,234	43,314,916	2,764,199	6.38	4,491,881	10.80
Direct Operating Expenses	20,562,111	19,755,907	18,453,920	(2,108,191)	(11.42)	(806,204)	(4.08)
Operating Results	**25,517,004**	**21,831,327**	**24,860,996**	**656,008**	**2.64**	**3,685,677**	**16.88**
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(2,944,781)	(2,925,000)	(2,855,389)	(89,392)	(3.13)	(19,781)	(0.68)
Interest Income	1,362,191	162,664	274,382	1,087,809	396.46	1,199,527	737.43
Lower of Cost of Market - Investments	345,199	-	227,657	117,542	51.63	345,199	-
Gain (Loss) on Disposal Property	(164,593)	-	22,968	(187,561)	(816.62)	(164,593)	-
Interest Expense Net of Interest Income	(1,077,983)	(1,428,432)	(1,278,608)	200,625	(15.69)	350,449	(24.53)
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	**23,037,037**	**17,640,559**	**21,252,006**	**1,785,031**	**8.40**	**5,396,478**	**30.59**

The above summary represents the financial performance of the agency for the (9) months ended June 30, 2024 based on the reporting requirements of Ordinance No. 11719.

ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

MIAMI PARKING AUTHORITY

Revenue & Expenses Summary

For the Month Ended June 2024

	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget	
Current Month	$	$	$	$	%	$	%
Operating Revenue	4,855,732	4,228,555	4,740,476	115,256	2.43	627,177	14.83
Direct Operating Expenses	2,398,524	2,117,653	2,061,122	(337,402)	(16.37)	(280,871)	(13.26)
Operating Results	**2,457,208**	**2,110,902**	**2,679,354**	**(222,146)**	**(8.29)**	**346,306**	**16.41**
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(317,532)	(325,000)	(315,460)	(2,072)	(0.66)	7,468	2.30
Interest Income	188,820	(889)	51,782	137,038	264.64	189,709	(21,339.60)
Lower of Cost of Market - Investments	39,579	-	(73,426)	113,005	(153.90)	39,579	-
Gain (Loss) on Disposal Property	(387,178)	-	-	(387,178)	-	(387,178)	-
Interest Expense Net of Interest Income	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	**1,861,121**	**1,782,057**	**2,200,182**	**(339,061)**	**(15.41)**	**79,064**	**4.44**

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses
For the Nine Months Ended June 30, 2024

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget		
Operating Revenue	$	$	$	$	%	$	%	Note(s)
Off-Street Facilities	5,365,058	2,776,134	4,219,805	1,145,253	27.14	2,588,924	93.26	
Parking Lots	8,682,903	7,758,910	8,343,687	339,216	4.07	923,993	11.91	
On-Street	30,185,852	29,632,485	29,070,909	1,114,943	3.84	553,367	1.87	
Management Fees	887,738	669,708	736,060	151,678	20.61	218,030	32.56	
Other	957,565	749,997	944,456	13,109	1.39	207,568	27.68	
Total Operating Revenue	**46,079,115**	**41,587,234**	**43,314,916**	**2,764,199**	**6.38**	**4,491,881**	**10.80**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	7,751,697	7,739,254	6,907,642	(844,055)	(12.22)	(12,443)	(0.16)	
Repairs, Maintenance, Cleaning & Landscape	2,016,688	1,690,517	2,158,528	141,841	6.57	(326,171)	(19.29)	
Security	1,226,493	1,096,021	1,110,433	(116,060)	(10.45)	(130,472)	(11.90)	
Utilities	516,319	517,874	496,046	(20,273)	(4.09)	1,555	0.30	
Insurance	1,106,139	1,186,569	523,228	(582,911)	(111.41)	80,430	6.78	
Rental - Building/Land/Auto	288,897	305,310	73,482	(215,415)	(293.15)	16,413	5.38	
Assessment Expenses	650,930	730,278	476,656	(174,274)	(36.56)	79,348	10.87	
Revenue Sharing	2,101,766	2,228,263	2,102,544	779	0.04	126,497	5.68	
Parking Meter Parts & Installation	275,728	78,858	37,828	(237,901)	(628.91)	(196,870)	(249.65)	
Professional - Audit	101,934	126,297	101,934	-	-	24,363	19.29	
Professional - Legal Services	88,218	88,227	88,218	-	-	9	0.01	
Professional - Other	603,811	549,226	738,044	134,233	18.19	(54,585)	(9.94)	
Professional - Pay and Display Fees	52,908	38,700	15,750	(37,158)	(235.92)	(14,208)	(36.71)	
Bank Charges	2,335,212	2,181,099	2,217,299	(117,913)	(5.32)	(154,113)	(7.07)	
Supplies and Miscellaneous	448,668	389,781	548,702	100,033	18.23	(58,887)	(15.11)	
Other Expenses	310,291	222,005	294,087	(16,204)	(5.51)	(88,286)	(39.77)	
Advertising & Promotion	686,412	587,628	563,499	(122,913)	(21.81)	(98,784)	(16.81)	
Total Operating Expenses	**20,562,111**	**19,755,907**	**18,453,920**	**(2,108,191)**	**(11.42)**	**(806,204)**	**(4.08)**	
Operating Results Before Depr & Amort	**25,517,004**	**21,831,327**	**24,860,996**	**656,008**	**2.64**	**3,685,677**	**16.88**	
Depreciation & Amortization	(2,944,781)	(2,925,000)	(2,855,389)	(89,392)	(3.13)	(19,781)	(0.68)	
Operating Results	**22,572,223**	**18,906,327**	**22,005,607**	**566,616**	**2.57**	**3,665,896**	**19.39**	
Non-Operating Revenues (Expenses):								
Interest Income	1,362,191	162,664	274,382	1,087,809	396.46	1,199,527	737.43	
Lower of Cost of Market - Investments	345,199	-	227,657	117,542	51.63	345,199	-	
Gain (Loss) on Disposal Property	(164,593)	-	22,968	(187,561)	(816.62)	(164,593)	-	
Interest Expenses	(1,077,983)	(1,428,432)	(1,278,608)	200,625	(15.69)	350,449	(24.53)	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	464,814	(1,265,768)	(753,601)	1,218,415	(161.68)	1,730,582	(136.72)	
Net Revenue In Excess of Expenses	**23,037,037**	**17,640,559**	**21,252,006**	**1,785,031**	**8.40**	**5,396,478**	**30.59**	

MIAMI PARKING AUTHORITY

Schedule of Revenue and Expenses

For the Month Ended June 2024

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget		
Operating Revenue	$	$	$	$	%	$	%	Note(s)
Off-Street Facilities	599,000	220,548	513,430	85,570	16.67	378,452	171.60	1
Parking Lots	897,596	814,228	917,359	(19,763)	(2.15)	83,368	10.24	
On-Street	3,185,730	3,036,034	3,122,068	63,662	2.04	149,696	4.93	
Management Fees	94,131	74,412	85,093	9,038	10.62	19,719	26.50	
Other	79,276	83,333	102,526	(23,250)	(22.68)	(4,057)	(4.87)	
Total Operating Revenue	**4,855,732**	**4,228,555**	**4,740,476**	**115,257**	**2.43**	**627,177**	**14.83**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	957,533	899,761	798,635	(158,898)	(19.90)	(57,772)	(6.42)	
Repairs, Maintenance, Cleaning & Landscape	290,675	180,539	237,170	(53,505)	(22.56)	(110,136)	(61.00)	2
Security	122,325	94,005	102,151	(20,174)	(19.75)	(28,320)	(30.13)	3
Utilities	60,534	51,210	56,732	(3,802)	(6.70)	(9,324)	(18.21)	
Insurance	122,789	131,841	76,123	(46,667)	(61.31)	9,052	6.87	
Rental - Building/Land/Auto	41,050	33,923	15,822	(25,228)	(159.45)	(7,127)	(21.01)	
Assessment Expenses	91,144	81,142	51,030	(40,114)	(78.61)	(10,002)	(12.33)	
Revenue Sharing	221,675	212,774	213,958	(7,718)	(3.61)	(8,901)	(4.18)	
Parking Meter Parts & Installation	90	8,762	80	(11)	(13.32)	8,672	98.97	
Professional - Audit	11,326	14,033	11,326	-	-	2,707	19.29	
Professional - Legal Services	9,802	9,803	9,802	-	-	1	0.01	
Professional - Other	88,687	61,026	87,338	(1,348)	(1.54)	(27,661)	(45.33)	4
Professional - Pay and Display Fees	4,212	4,300	-	(4,212)	-	88	2.05	
Bank Charges	239,888	221,045	237,586	(2,302)	(0.97)	(18,843)	(8.52)	
Supplies and Miscellaneous	37,018	35,132	66,440	29,422	44.28	(1,886)	(5.37)	
Other Expenses	33,158	13,065	44,445	11,286	25.39	(20,093)	(153.79)	5
Advertising & Promotion	66,618	65,292	52,485	(14,133)	(26.93)	(1,326)	(2.03)	
Total Operating Expenses	**2,398,524**	**2,117,653**	**2,061,122**	**(337,402)**	**(16.37)**	**(280,871)**	**(13.26)**	
Operating Results Before Depr & Amort	**2,457,208**	**2,110,902**	**2,679,354**	**(222,146)**	**(8.29)**	**346,306**	**16.41**	
Depreciation & Amortization	(317,532)	(325,000)	(315,460)	(2,072)	(0.66)	7,468	2.30	
Operating Results	**2,139,676**	**1,785,902**	**2,363,894**	**(224,218)**	**(9.49)**	**353,774**	**19.81**	
Non-Operating Revenues (Expenses):								
Interest Income	188,820	(889)	51,782	137,038	264.64	189,709	(21,339.60)	
Lower of Cost of Market - Investments	39,579	-	(73,426)	113,005	(153.90)	39,579	-	
Gain (Loss) on Disposal Property	(387,178)	-	-	(387,178)	-	(387,178)	-	
Interest Expenses	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	(278,555)	(3,845)	(163,712)	(114,843)	70.15	(274,710)	7,144.60	
Net Revenue In Excess of Expenses	**1,861,121**	**1,782,057**	**2,200,182**	**(339,061)**	**(15.41)**	**79,064**	**4.44**	

1 **Off-Street Facilities -** The positive variance of $378.5k is primarily attributable to revenue recognition in Garage #3 in the amount of $248.0k. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.

2 **Repairs, Maintenance, Cleaning & Landscape -** The negative variance of $110.1k is attributable to systemwide repair projects (electric car chargers, light posts repairs, auto fleet repairs).

3 **Security -** The negative variance of $28.3k is the result of the delayed closure of Garage #3. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.

4 **Professional - Other -** The unfavorable ($27.7k) variance is a result writing off intangible costs for Garage #9. Garage #9 was transferred to Goodwill Industries effective 7-1-2024.

5 **Other Expenses -** The negative variance ($20.1k) is the result of timing recognition for software licenses and travel related expenses.

The above summary represents the major variances from budget for the month of June 2024.

ALEJANDRA ARGUDIN	*SCOTT SIMPSON*
CHIEF EXECUTIVE OFFICER	*CHIEF FINANCIAL OFFICER*

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary

For the Nine Months Ended June 30, 2024

	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget	
Year-To-Date	$	$	$	$	%	$	%
Operating Revenue	2,485,816	1,936,826	2,152,183	333,633	15.5	548,990	28.3
Direct Operating Expenses	1,681,197	988,665	1,057,207	(623,990)	(59.0)	(692,532)	(70.0)
Net Revenue In Excess of Expenses	804,619	948,161	1,094,976	(290,357)	(26.5)	(143,542)	(15.1)

The above summary represents the financial performance of the James L. Knight Center for the (9) months ended June 30, 2024.

ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary

For the Month Ended June 2024

	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget	
Year-To-Date	$	$	$	$	%	$	%
Operating Revenue	274,592	230,249	238,288	36,304	15.2	44,343	19.3
Direct Operating Expenses	96,858	105,226	100,499	3,641	3.6	8,368	8.0
Net Revenue In Excess of Expenses	177,734	125,023	137,789	39,945	29.0	52,711	42.2

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses
For the Nine Months Ended June 30, 2024

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget		
	$	$	$	$	%	$	%	Note(s)
Operating Revenue								
Monthly Revenue	1,442,794	1,140,930	1,237,936	204,857	16.5	301,864	26.5	
Daily Revenue	758,242	608,389	617,674	140,568	22.8	149,853	24.6	
Special Event Revenue	289,005	187,507	296,302	(7,297)	0.0	101,498	54.1	
Other	(4,224)	-	270	(4,494)	(1,664.4)	(4,224)	0.0	
Total Operating Revenue	**2,485,816**	**1,936,826**	**2,152,183**	**333,634**	**15.5**	**548,990**	**28.3**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	254,753	238,806	226,413	(28,339)	(12.5)	(15,947)	(6.7)	
Repairs, Maintenance, Cleaning & Landscape	80,150	156,110	225,735	145,585	64.5	75,960	48.7	
Security & Enforcement	324,323	334,195	321,125	(3,198)	(1.0)	9,872	3.0	
Utilities	71,226	58,804	61,688	(9,538)	(15.5)	(12,422)	(21.1)	
Insurance	90,793	80,846	67,240	(23,553)	(35.0)	(9,947)	(12.3)	
Legal & Professional	720,541	15,601	41,455	(679,086)	(1,638.13)	(704,940)	(4,518.6)	
Supplies & Printing	7,827	6,753	2,394	(5,434)	-	(1,074)	(15.9)	
Mgmt Fees & Admin O/H	124,291	97,550	107,609	(16,682)	(15.50)	(26,741)	(27.4)	
Other Expenses	1,533	-	3,548	2,015	56.79	(1,533)	0.0	
Advertising & Promotion	-	-	-	-	-	-	0.0	
Taxes & Permits	5,761	-	-	(5,761)	-	(5,760.88)	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	**1,681,197**	**988,665**	**1,057,207**	**(623,990)**	**(59.0)**	**(692,532)**	**(70.0)**	
Net Revenue In Excess of Expenses	**804,619**	**948,161**	**1,094,976**	**(290,356)**	**(26.5)**	**(143,542)**	**(15.1)**	

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses

For the Month Ended June 2024

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget		
	$	$	$	$	%	$	%	Note(s)
Operating Revenue								
Monthly Revenue	166,230	127,068	137,261	28,969	21.1	39,162	30.8	1
Daily Revenue	69,529	82,348	81,639	(12,110)	(14.8)	(12,819)	(15.6)	
Special Event Revenue	40,081	20,833	19,358	20,723	0.0	19,248	92.4	2
Other	(1,248)	-	30	(1,278)	(4,260.0)	(1,248)	-	
Total Operating Revenue	**274,592**	**230,249**	**238,288**	**36,304**	**15.2**	**44,343**	**19.3**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	22,808	21,491	26,803	3,995	14.9	(1,317)	(6.1)	
Repairs, Maintenance, Cleaning & Landscape	4,306	17,332	8,387	4,081	48.7	13,026	75.2	
Security & Enforcement	35,882	36,935	35,528	(354)	(1.0)	1,053	2.9	
Utilities	7,444	6,620	8,537	1,093	12.8	(824)	(12.4)	
Insurance	9,848	8,999	7,468	(2,380)	(31.9)	(849)	(9.4)	
Legal & Professional	1,909	1,732	1,830	(79)	(4.3)	(177)	(10.2)	
Supplies & Printing	-	749	-	-	0.0	749	100.0	
Mgmt Fees & Admin O/H	13,764	11,368	11,914	(1,850)	(15.5)	(2,396)	(21.1)	
Other Expenses	898	-	32	(866)	(2,737.4)	(898)	0.0	
Advertising & Promotion	-	-	-	-	0.0	-	0.0	
Taxes & Permits	-	-	-	-	0.0	-	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	**96,858**	**105,226**	**100,499**	**3,641**	**3.6**	**8,368**	**8.0**	
Net Revenue In Excess of Expenses	**177,734**	**125,023**	**137,789**	**39,945**	**29.0**	**52,711**	**42.2**	

JAMES L. KNIGHT CENTER GARAGE

Summary of Major Variances

For the Month Ended June 2024

1 **Monthly Revenue -** Monthly revenue is better than budget due to the increased the number of monthly permits purchased.

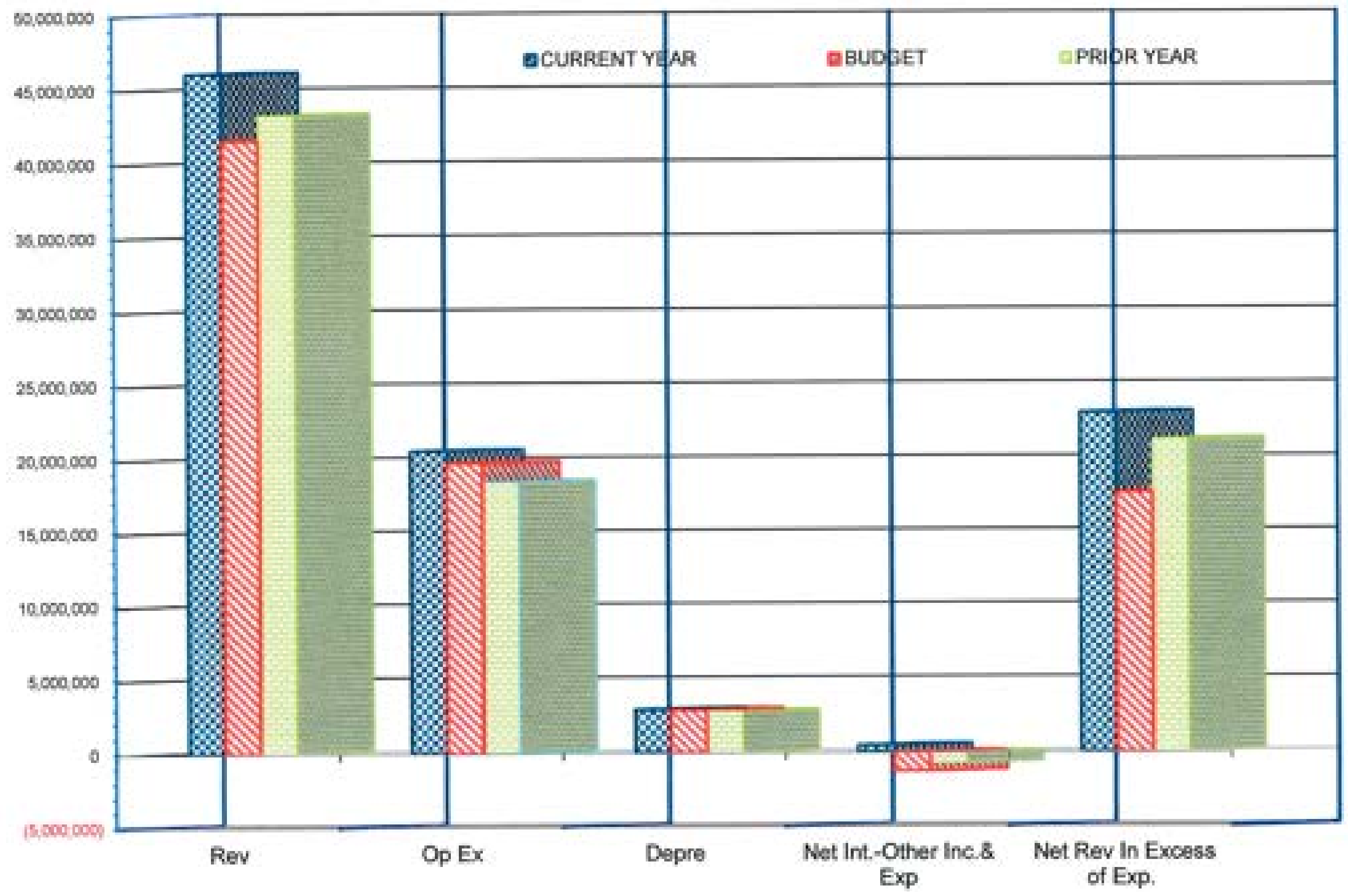
2 **Special Event Revenue -** Special Event revenue is significantly above budget due to the timing of events compared to prior year.

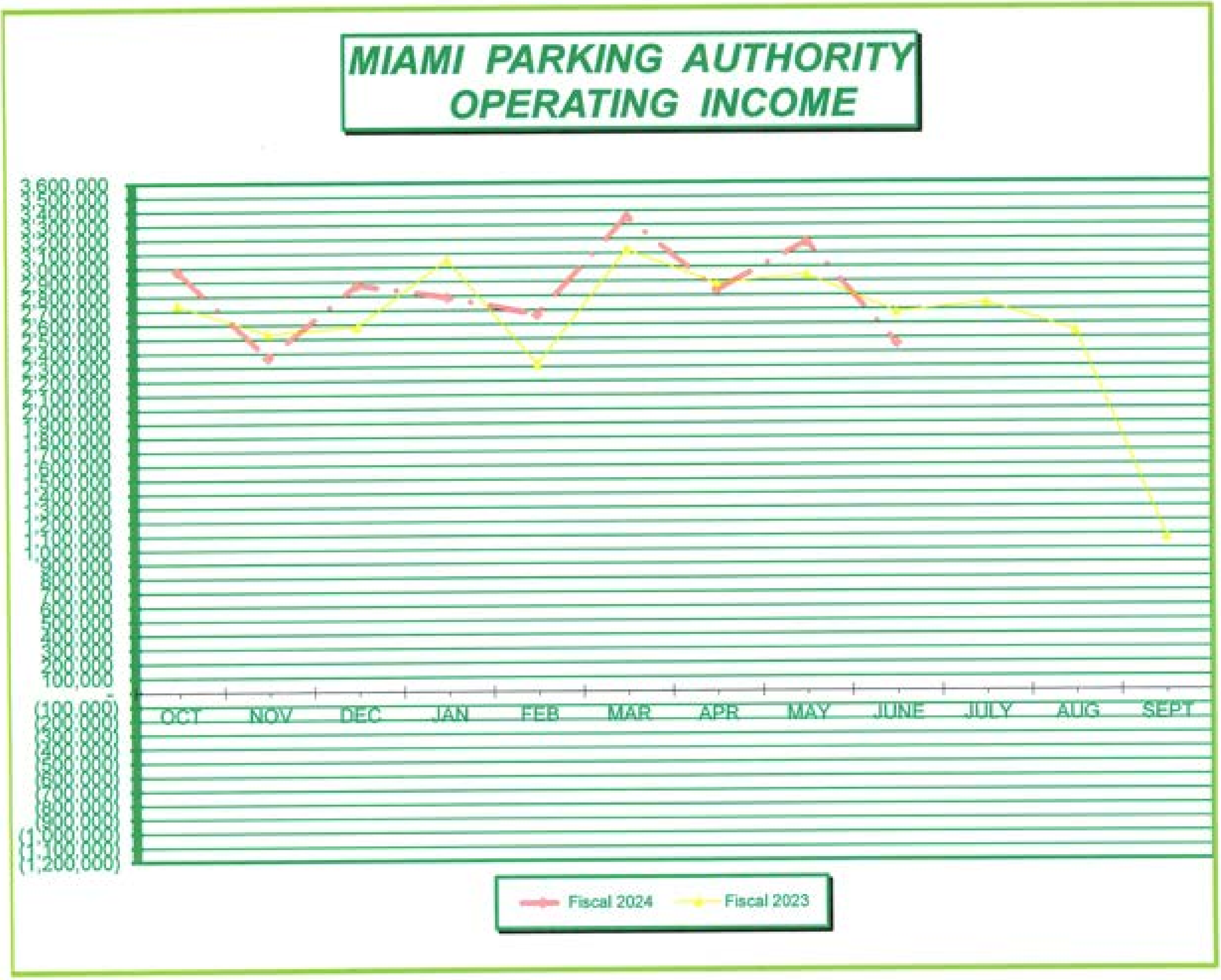
The above summary represents the major variances from budget for the month of June 2024.

ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

MIAMI PARKING AUTHORITY
FOR THE YEAR ENDED JUNE 30, 2024





MIAMI PARKING AUTHORITY
OPERATING INCOME
3,600,000
100,000
(1,200,000)
OCT
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JUNE
JULY
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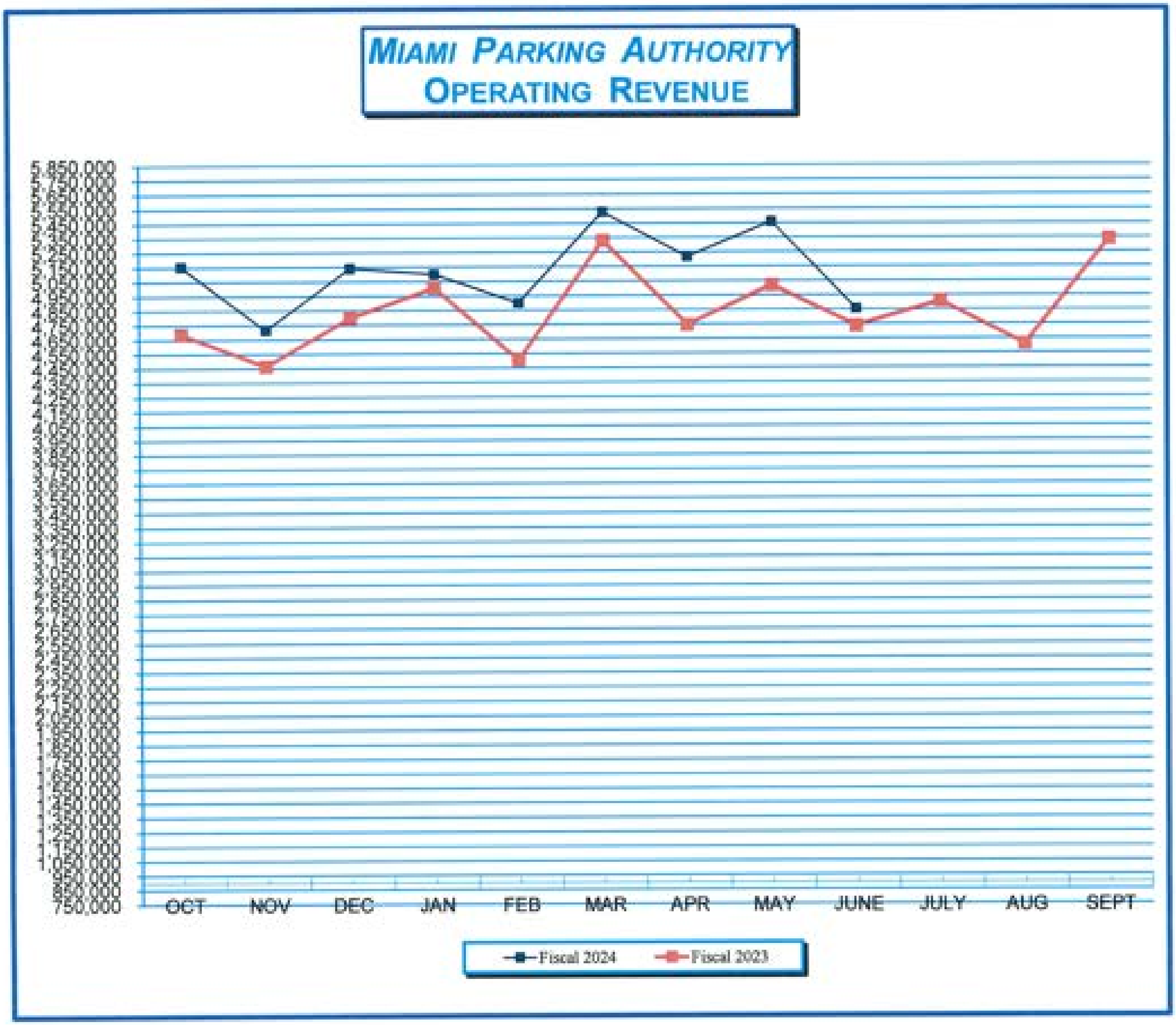
Fiscal 2024
Fiscal 2023


MIAMI PARKING AUTHORITY
OPERATING REVENUE
5,850,000
750,000
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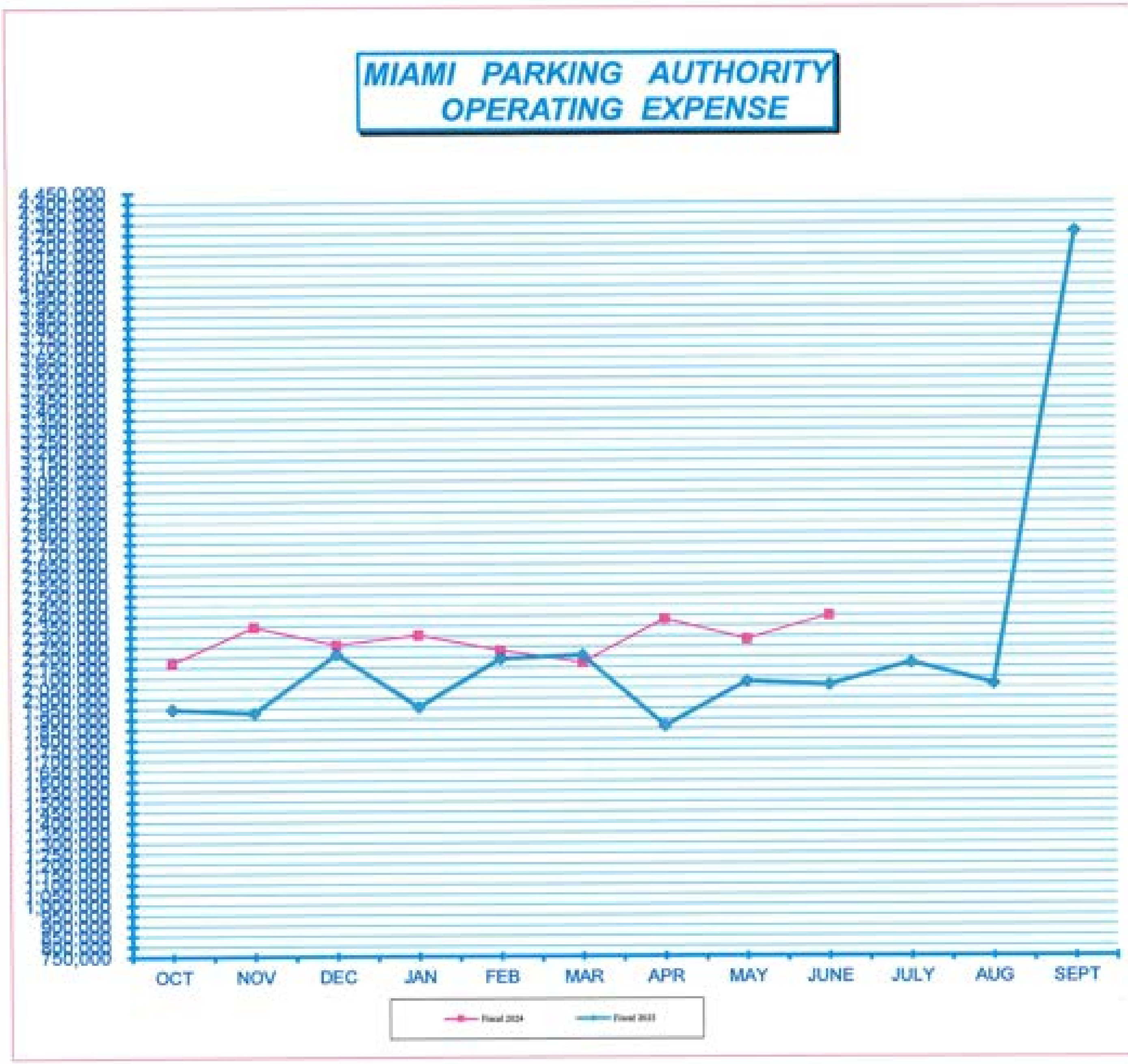
Fiscal 2023


MIAMI PARKING AUTHORITY
OPERATING EXPENSE
4,450,000
750,000
OCT
NOV
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JAN
FEB
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APR
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JUNE
JULY
AUG
SEPT

TO:	Honorable Chairperson and Members of the Off-Street Parking Board
FROM:	Alejandra Argudin, Chief Executive Officer, Miami Parking Authority
SUBJECT:	Financial Summaries For the Period Ended July 31, 2024
DATE:	September 4, 2024

The attached summaries represent the financial performance for the Miami Parking Authority and the Knight Center Garage for the month ended July 31, 2024.

AA:ss

Attachment

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com

T 305.373.6789
F 305.371.9451

MIAMI PARKING AUTHORITY

Revenue & Expenses Summary

For the Ten Months Ended July 31, 2024

	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget	
Year-To-Date	$	$	$	$	%	$	%
Operating Revenue	51,016,743	45,805,041	48,227,748	2,788,995	5.78	5,211,702	11.38
Direct Operating Expenses	23,155,732	21,865,073	20,622,990	(2,532,742)	(12.28)	(1,290,659)	(5.90)
Operating Results	**27,861,011**	**23,939,968**	**27,604,758**	**256,253**	**0.93**	**3,921,043**	**16.38**
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(3,233,340)	(3,250,000)	(3,169,744)	(63,596)	(2.01)	16,660	0.51
Interest Income	1,544,471	161,775	310,817	1,233,654	396.91	1,382,696	854.70
Lower of Cost of Market - Investments	522,946	-	281,163	241,783	85.99	522,946	-
Gain (Loss) on Disposal Property	(169,593)	-	22,968	(192,561)	(838.39)	(169,593)	-
Interest Expense Net of Interest Income	(1,197,759)	(1,431,388)	(1,420,675)	222,916	(15.69)	233,629	(16.32)
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	**25,327,736**	**19,420,355**	**23,629,287**	**1,698,449**	**7.19**	**5,907,381**	**30.42**

The above summary represents the financial performance of the agency for the (10) months ended July 31, 2024 based on the reporting requirements of Ordinance No. 11719.

ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

Current Month	FY 2024 Actual $	FY 2024 Adopted Budget $	FY 2023 Actual $	Variances: Actual FY 2024 Versus FY 2023 $	Variances: Actual FY 2024 Versus FY 2023 %	Variances: FY 2024 Actual Versus 2024 Budget $	Variances: FY 2024 Actual Versus 2024 Budget %
Operating Revenue	4,937,458	4,217,807	4,912,832	24,626	0.50	719,651	17.06
Direct Operating Expenses	2,593,621	2,109,166	2,169,070	(424,551)	(19.57)	(484,455)	(22.97)
Operating Results	**2,343,837**	**2,108,641**	**2,743,762**	**(399,925)**	**(14.58)**	**235,196**	**11.15**
Non-Operating Revenues (Expenses):							
Depreciation & Amortization	(288,559)	(325,000)	(314,355)	25,796	8.21	36,441	11.21
Interest Income	182,280	(889)	36,435	145,845	400.29	183,169	(20,603.94)
Lower of Cost of Market - Investments	177,747	-	53,506	124,241	232.20	177,747	-
Gain (Loss) on Disposal Property	(5,000)	-	-	(5,000)	-	(5,000)	-
Interest Expense Net of Interest Income	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96
Other Gains/(Losses)	-	-	-	-	-	-	-
Transfer to City of Miami	-	-	-	-	-	-	-
Budgeted Reserves	-	-	-	-	-	-	-
Net Revenue In Excess of Expenses	**2,290,529**	**1,779,796**	**2,377,280**	**(86,751)**	**(3.65)**	**510,733**	**28.70**

	FY 2024			Variances				
		Adopted	FY 2023	Actual		FY 2024 Actual		
	Actual	Budget	Actual	FY 2024 Versus FY 2023		Versus 2024 Budget		
Operating Revenue	$	$	$	$	%	$	%	Note(s)
Off-Street Facilities	5,937,426	2,982,744	4,763,553	1,173,873	24.64	2,954,682	99.06	
Parking Lots	9,594,310	8,584,371	9,275,494	318,816	3.44	1,009,939	11.76	
On-Street	33,439,882	32,660,476	32,309,517	1,130,365	3.50	779,406	2.39	
Management Fees	995,762	744,120	841,100	154,661	18.39	251,642	33.82	
Other	1,049,363	833,330	1,038,084	11,279	1.09	216,033	25.92	
Total Operating Revenue	**51,016,743**	**45,805,041**	**48,227,748**	**2,788,995**	**5.78**	**5,211,702**	**11.38**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	8,726,406	8,639,015	7,655,299	(1,071,108)	(13.99)	(87,391)	(1.01)	
Repairs, Maintenance, Cleaning & Landscape	2,410,722	1,867,349	2,354,309	(56,414)	(2.40)	(543,373)	(29.10)	
Security	1,461,050	1,182,940	1,232,986	(228,064)	(18.50)	(278,110)	(23.51)	
Utilities	567,333	568,060	553,878	(13,455)	(2.43)	727	0.13	
Insurance	1,228,565	1,318,410	586,567	(641,998)	(109.45)	89,846	6.81	
Rental - Building/Land/Auto	329,211	339,233	100,876	(228,334)	(226.35)	10,022	2.95	
Assessment Expenses	742,074	811,420	527,686	(214,388)	(40.63)	69,346	8.55	
Revenue Sharing	2,274,317	2,446,101	2,313,857	39,541	1.71	171,784	7.02	
Parking Meter Parts & Installation	286,994	87,620	42,810	(244,184)	(570.39)	(199,374)	(227.54)	
Professional - Audit	113,260	140,330	113,260	-	-	27,070	19.29	
Professional - Legal Services	98,020	98,030	98,020	-	-	10	0.01	
Professional - Other	656,979	609,140	911,531	254,552	27.93	(47,839)	(7.85)	
Professional - Pay and Display Fees	59,620	43,000	15,750	(43,870)	(278.54)	(16,620)	(38.65)	
Bank Charges	2,604,489	2,401,560	2,523,370	(81,119)	(3.21)	(202,929)	(8.45)	
Supplies and Miscellaneous	489,925	424,920	622,455	132,530	21.29	(65,005)	(15.30)	
Other Expenses	355,412	235,025	329,778	(25,634)	(7.77)	(120,387)	(51.22)	
Advertising & Promotion	751,357	652,920	640,559	(110,797)	(17.30)	(98,437)	(15.08)	
Total Operating Expenses	**23,155,732**	**21,865,073**	**20,622,990**	**(2,532,742)**	**(12.28)**	**(1,290,659)**	**(5.90)**	
Operating Results Before Depr & Amort	**27,861,011**	**23,939,968**	**27,604,758**	**256,253**	**0.93**	**3,921,043**	**16.38**	
Depreciation & Amortization	(3,233,340)	(3,250,000)	(3,169,744)	(63,596)	(2.01)	16,660	0.51	
Operating Results	**24,627,671**	**20,689,968**	**24,435,014**	**192,657**	**0.79**	**3,937,703**	**19.03**	
Non-Operating Revenues (Expenses):								
Interest Income	1,544,471	161,775	310,817	1,233,654	396.91	1,382,696	854.70	
Lower of Cost of Market - Investments	522,946	-	281,163	241,783	85.99	522,946	-	
Gain (Loss) on Disposal Property	(169,593)	-	22,968	(192,561)	(838.39)	(169,593)	-	
Interest Expenses	(1,197,759)	(1,431,388)	(1,420,675)	222,916	(15.69)	233,629	(16.32)	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	700,065	(1,269,613)	(805,727)	1,505,792	(186.89)	1,969,678	(155.14)	
Net Revenue In Excess of Expenses	**25,327,736**	**19,420,355**	**23,629,287**	**1,698,449**	**7.19**	**5,907,381**	**30.42**	

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus 2024 Budget		
Operating Revenue	$	$	$	$	%	$	%	Note(s)
Off-Street Facilities	572,198	206,610	543,748	28,451	5.23	365,588	176.95	1
Parking Lots	911,407	825,461	931,807	(20,400)	(2.19)	85,946	10.41	
On-Street	3,254,030	3,027,991	3,238,608	15,422	0.48	226,039	7.46	
Management Fees	108,024	74,412	105,040	2,984	2.84	33,612	45.17	
Other	91,798	83,333	93,629	(1,830)	(1.95)	8,465	10.16	
Total Operating Revenue	**4,937,458**	**4,217,807**	**4,912,832**	**24,626**	**0.50**	**719,651**	**17.06**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	974,709	899,761	747,656	(227,052)	(30.37)	(74,948)	(8.33)	
Repairs, Maintenance, Cleaning & Landscape	394,035	176,832	195,780	(198,255)	(101.26)	(217,203)	(122.83)	2
Security	234,557	86,919	122,553	(112,004)	(91.39)	(147,638)	(169.86)	3
Utilities	51,014	50,186	57,832	6,818	11.79	(828)	(1.65)	
Insurance	122,425	131,841	63,339	(59,086)	(93.29)	9,416	7.14	
Rental - Building/Land/Auto	40,314	33,923	27,394	(12,920)	(47.16)	(6,391)	(18.84)	
Assessment Expenses	91,144	81,142	51,030	(40,114)	(78.61)	(10,002)	(12.33)	
Revenue Sharing	172,551	217,838	211,313	38,762	18.34	45,287	20.79	
Parking Meter Parts & Installation	11,266	8,762	4,983	(6,283)	(126.10)	(2,504)	(28.57)	
Professional - Audit	11,326	14,033	11,326	-	-	2,707	19.29	
Professional - Legal Services	9,802	9,803	9,802	-	-	1	0.01	
Professional - Other	53,167	59,914	173,487	120,319	69.35	6,747	11.26	
Professional - Pay and Display Fees	6,712	4,300	-	(6,712)	-	(2,412)	(56.09)	
Bank Charges	269,277	220,461	306,071	36,794	12.02	(48,816)	(22.14)	4
Supplies and Miscellaneous	41,257	35,139	73,753	32,496	44.06	(6,118)	(17.41)	
Other Expenses	45,121	13,020	35,691	(9,430)	(26.42)	(32,101)	(246.55)	5
Advertising & Promotion	64,945	65,292	77,060	12,115	15.72	347	0.53	
Total Operating Expenses	**2,593,621**	**2,109,166**	**2,169,070**	**(424,550)**	**(19.57)**	**(484,455)**	**(22.97)**	
Operating Results Before Depr & Amort	**2,343,837**	**2,108,641**	**2,743,762**	**(399,925)**	**(14.58)**	**235,196**	**11.15**	
Depreciation & Amortization	(288,559)	(325,000)	(314,355)	25,796	8.21	36,441	11.21	
Operating Results	**2,055,278**	**1,783,641**	**2,429,407**	**(374,129)**	**(15.40)**	**271,637**	**15.23**	
Non-Operating Revenues (Expenses):								
Interest Income	182,280	(889)	36,435	145,845	400.29	183,169	(20,603.94)	
Lower of Cost of Market - Investments	177,747	-	53,506	124,241	232.20	177,747	-	
Gain (Loss) on Disposal Property	(5,000)	-	-	(5,000)	-	(5,000)	-	
Interest Expenses	(119,776)	(2,956)	(142,068)	22,292	(15.69)	(116,820)	3,951.96	
Other Gains/(Losses)	-	-	-	-	-	-	-	
Transfer to City of Miami	-	-	-	-	-	-	-	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Non-Operating	235,251	(3,845)	(52,127)	287,378	(551.30)	239,096	(6,218.36)	
Net Revenue In Excess of Expenses	**2,290,529**	**1,779,796**	**2,377,280**	**(86,751)**	**(3.65)**	**510,733**	**28.70**	

1 **Off-Street Facilities** - The positive variance of $365.6k is primarily attributable to revenue recognition in Garage #3 in the amount of $384.2k. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.

2 **Repairs, Maintenance, Cleaning & Landscape** - The negative variance of $217.2k is attributable to systemwide repair projects (electric car chargers, light posts repairs, auto fleet repairs, office door access system).

3 **Security** - The negative variance of $147.6k is the result of the delayed closure of Garage #3 ($65.8k) and additional hours system wide. The FY 2024 budget anticipated Garage #3 coming off line at the end of January.

4 **Bank Charges** - The unfavorable variance of $48.8k is attributable to system-wide credit card usage being higher than anticipated.

5 **Other Expenses** - The negative variance ($32.1k) is the result of timing recognition for trainings and travel related expenses.

The above summary represents the major variances from budget for the month of July 2024.

ALEJANDRA ARGUDIN	*SCOTT SIMPSON*
CHIEF EXECUTIVE OFFICER	*CHIEF FINANCIAL OFFICER*

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary
For the Ten Months Ended July 31, 2024

Year-To-Date	FY 2024 Actual $	FY 2024 Adopted Budget $	FY 2023 Actual $	Variances: Actual FY 2024 Versus FY 2023 $	Variances: Actual FY 2024 Versus FY 2023 %	Variances: FY 2024 Actual Versus FY 2024 Budget $	Variances: FY 2024 Actual Versus FY 2024 Budget %
Operating Revenue	2,738,528	2,164,133	2,379,630	358,898	15.1	574,395	26.5
Direct Operating Expenses	1,816,776	1,094,210	1,151,416	(665,360)	(57.8)	(722,566)	(66.0)
Net Revenue In Excess of Expenses	921,752	1,069,923	1,228,214	(306,462)	(25.0)	(148,171)	(13.8)

The above summary represents the financial performance of the James L. Knight Center for the (10) months ended July 31, 2024

ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

JAMES L. KNIGHT CENTER GARAGE

Revenue and Expenses Summary
For the Month Ended July 2024

	FY 2024			Variances			
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget	
Year-To-Date	$	$	$	$	%	$	%
Operating Revenue	252,712	227,307	227,448	25,264	11.1	25,405	11.2
Direct Operating Expenses	135,579	105,545	94,210	(41,369)	(43.9)	(30,034)	(28.5)
Net Revenue In Excess of Expenses	117,133	121,762	133,238	(16,105)	(12.1)	(4,629)	(3.8)

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses
For the Ten Months Ended July 31, 2024

	FY 2024			Variances				
	Actual $	Adopted Budget $	FY 2023 Actual $	Actual FY 2024 Versus FY 2023 $	%	FY 2024 Actual Versus FY 2024 Budget $	%	Note(s)
Operating Revenue								
Monthly Revenue	1,614,029	1,269,589	1,386,611	227,418	16.4	344,440	27.1	
Daily Revenue	837,608	686,204	690,809	146,799	21.3	151,404	22.1	
Special Event Revenue	291,673	208,340	301,910	(10,237)	0.0	83,333	40.0	
Other	(4,782)	-	300	(5,082)	(1,694.0)	(4,782)	0.0	
Total Operating Revenue	**2,738,528**	**2,164,133**	**2,379,630**	**358,898**	**15.1**	**574,395**	**26.5**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	283,441	260,626	248,951	(34,490)	(13.9)	(22,815)	(8.8)	
Repairs, Maintenance, Cleaning & Landscape	91,858	173,442	234,058	142,200	60.8	81,584	47.0	
Security & Enforcement	375,041	371,130	354,604	(20,437)	(5.8)	(3,911)	(1.1)	
Utilities	78,278	65,357	71,040	(7,237)	(10.2)	(12,921)	(19.8)	
Insurance	100,812	90,009	74,535	(26,277)	(35.3)	(10,803)	(12.0)	
Legal & Professional	732,512	17,333	43,285	(689,227)	(1,592.30)	(715,179)	(4,126.1)	
Supplies & Printing	10,614	7,502	2,408	(8,206)	-	(3,112)	(41.5)	
Mgmt Fees & Admin O/H	136,926	108,811	118,982	(17,945)	(15.08)	(28,115)	(25.8)	
Other Expenses	1,533	-	3,554	2,021	56.86	(1,533)	0.0	
Advertising & Promotion	-	-	-	-	-	-	0.0	
Taxes & Permits	5,761	-	-	(5,761)	-	(5,760.88)	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	**1,816,776**	**1,094,210**	**1,151,416**	**(665,360)**	**(57.8)**	**(722,566)**	**(66.0)**	
Net Revenue In Excess of Expenses	**921,752**	**1,069,923**	**1,228,214**	**(306,462)**	**(25.0)**	**(148,171)**	**(13.8)**	

JAMES L. KNIGHT CENTER GARAGE

Schedule of Revenue and Expenses

For the Month Ended July 2024

	FY 2024			Variances				
	Actual	Adopted Budget	FY 2023 Actual	Actual FY 2024 Versus FY 2023		FY 2024 Actual Versus FY 2024 Budget		
	$	$	$	$	%	$	%	Note(s)
Operating Revenue								
Monthly Revenue	171,236	128,659	148,675	22,561	15.2	42,577	33.1	1
Daily Revenue	79,366	77,815	73,135	6,231	8.5	1,551	2.0	
Special Event Revenue	2,668	20,833	5,607	(2,939)	0.0	(18,165)	(87.2)	2
Other	(558)	-	30	(588)	(1,960.0)	(558)	-	
Total Operating Revenue	**252,712**	**227,307**	**227,447**	**25,265**	**11.1**	**25,405**	**11.2**	
Operating Expenses								
Salaries, Wages & Fringe Benefits	28,688	21,820	22,538	(6,151)	(27.3)	(6,868)	(31.5)	
Repairs, Maintenance, Cleaning & Landscape	11,708	17,332	8,323	(3,385)	(40.7)	5,624	32.4	
Security & Enforcement	50,718	36,935	33,479	(17,239)	(51.5)	(13,783)	(37.3)	3
Utilities	7,052	6,553	9,352	2,301	24.6	(499)	(7.6)	
Insurance	10,019	9,163	7,295	(2,724)	(37.3)	(856)	(9.3)	
Legal & Professional	11,971	1,732	1,830	(10,141)	(554.2)	(10,239)	(591.2)	4
Supplies & Printing	2,787	749	14	(2,773)	0.0	(2,038)	(272.1)	
Mgmt Fees & Admin O/H	12,636	11,261	11,372	(1,263)	(11.1)	(1,375)	(12.2)	
Other Expenses	-	-	6	6	100.0	-	0.0	
Advertising & Promotion	-	-	-	-	0.0	-	0.0	
Taxes & Permits	-	-	-	-	0.0	-	0.0	
Budgeted Reserves	-	-	-	-	-	-	-	
Total Operating Expenses	**135,579**	**105,545**	**94,210**	**(41,370)**	**(43.9)**	**(30,034)**	**(28.5)**	
Net Revenue In Excess of Expenses	**117,133**	**121,762**	**133,237**	**(16,105)**	**(12.1)**	**(4,629)**	**(3.8)**	

1 **Monthly Revenue** - Monthly revenue is better than budget due to the increased the number of monthly permits purchased.

2 **Special Event Revenue** - Special Event revenue is significantly below budget due to the timing of events compared to prior year.

3 **Security & Enforcement** - The negative variance of $13.8k is the result of delayed billing by the vendor and the monthly accruals were short of the actual expenses incurred.

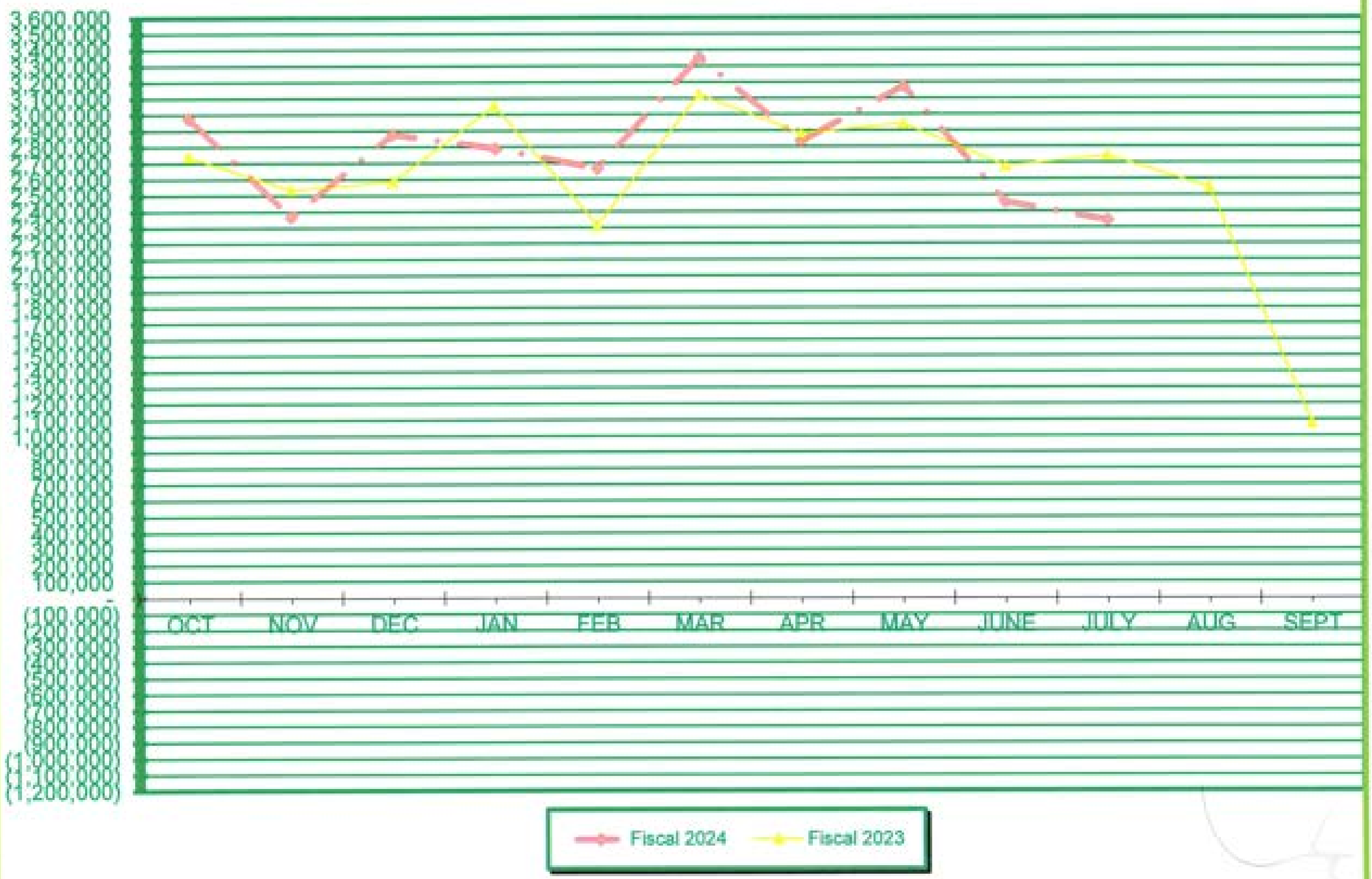
4 **Legal & Professional** - The negative variance of $10.2k is for the current draw for Phase 2 Upgrade project. The total for this project is approximately $7,326,000.

The above summary represents the major variances from budget for the month of July 2024.

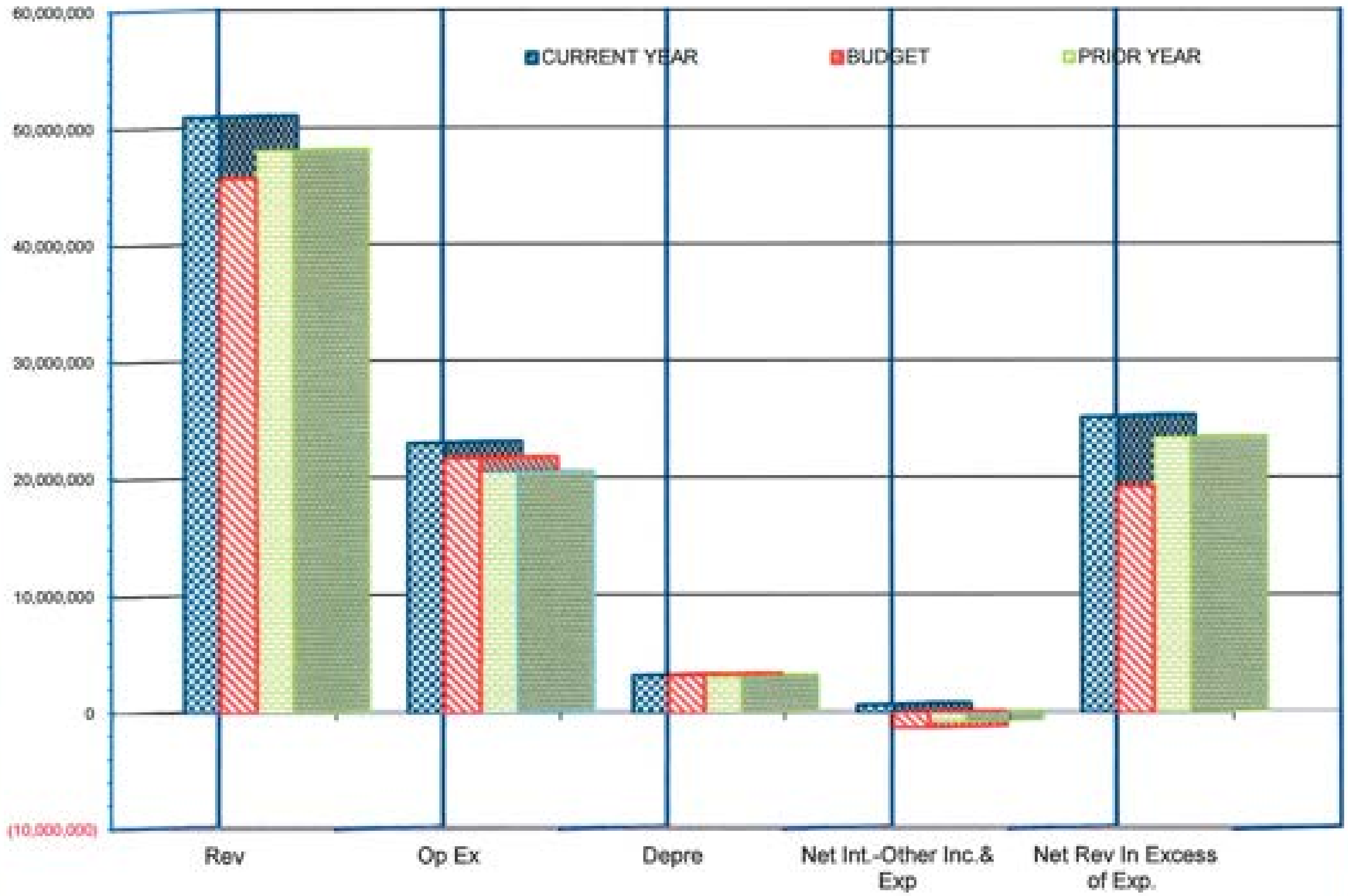
ALEJANDRA ARGUDIN
CHIEF EXECUTIVE OFFICER

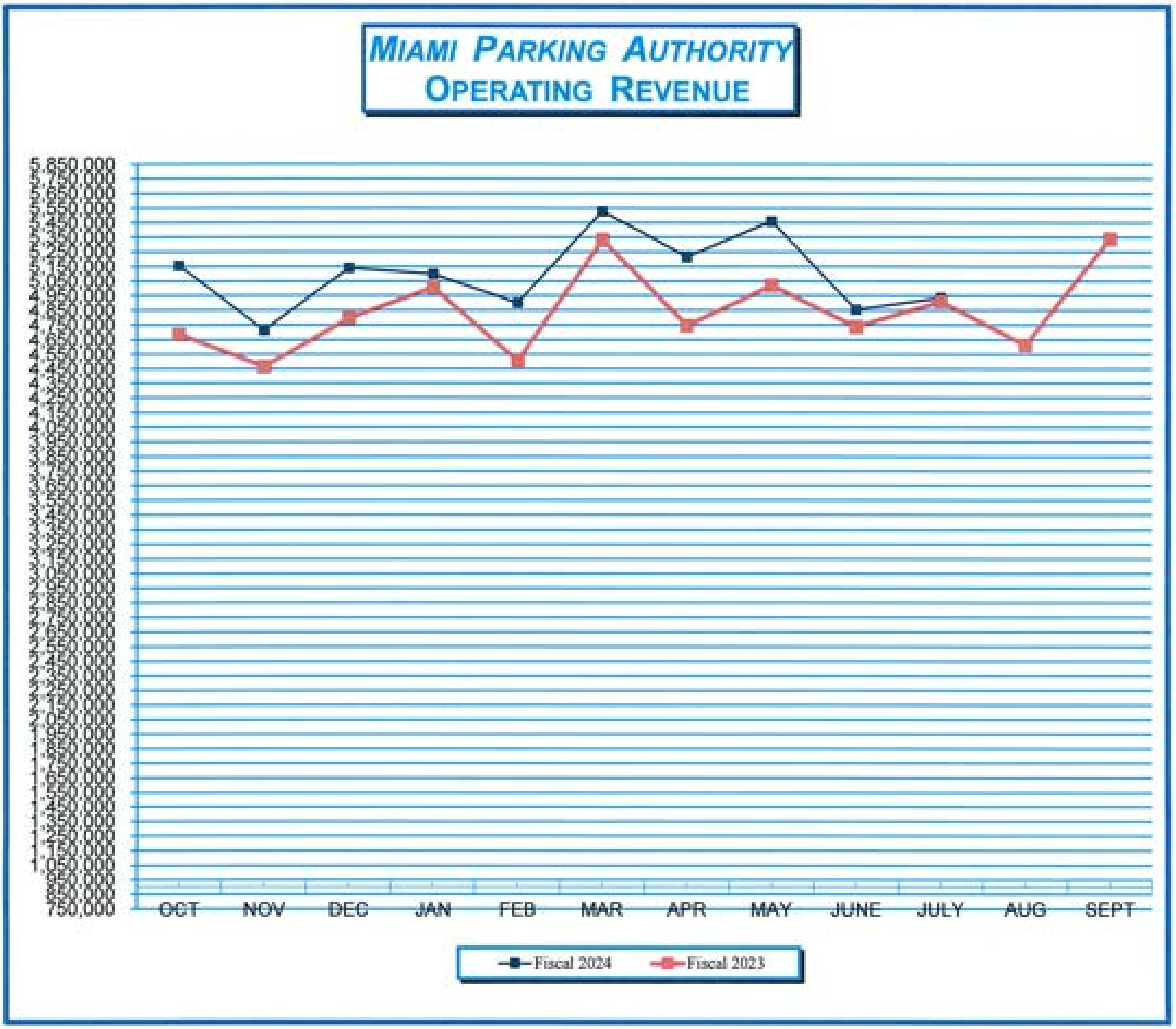
SCOTT SIMPSON
CHIEF FINANCIAL OFFICER

MIAMI PARKING AUTHORITY OPERATING INCOME

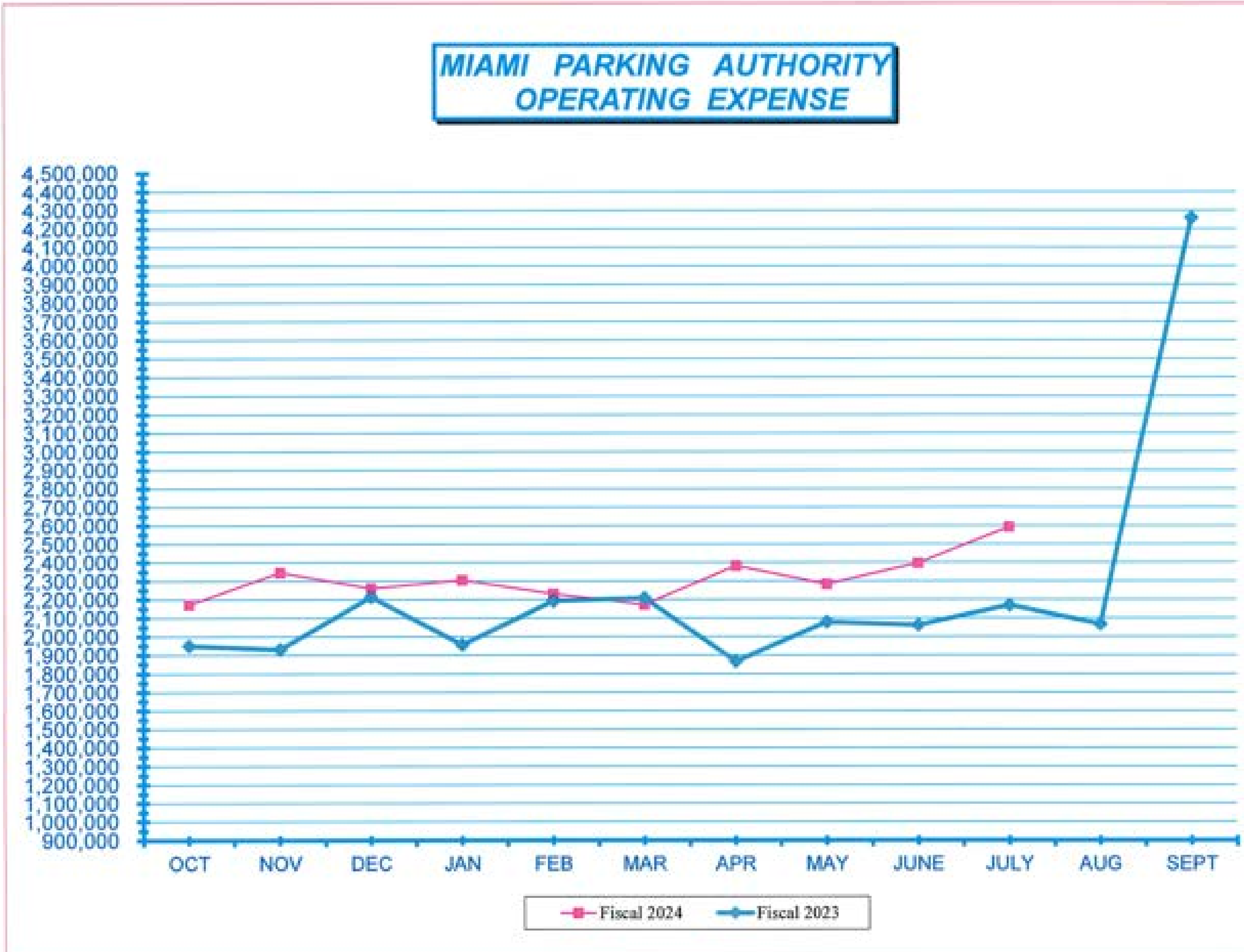


MIAMI PARKING AUTHORITY
FOR THE YEAR ENDED JULY 31, 2024





MIAMI PARKING AUTHORITY
OPERATING REVENUE
5,850,000
750,000
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUNE
JULY
AUG
SEPT
Fiscal 2024
Fiscal 2023


MIAMI PARKING AUTHORITY
OPERATING EXPENSE
4,500,000
4,400,000
4,300,000
4,200,000
4,100,000
4,000,000
3,900,000
3,800,000
3,700,000
3,600,000
3,500,000
3,400,000
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OCT
NOV
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JUNE
JULY
AUG
SEPT
Fiscal 2024
Fiscal 2023

TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Scott Simpson, Chief Financial Officer, Miami Parking Authority

SUBJECT: Bank Reconciliations Certification

DATE: September 4, 2024

This is to certify that bank reconciliations for the months of June and July 2024 for the Miami Parking Authority and its managed facilities have been reviewed and no material differences have been noted.

SS:ss

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com

T 305.373.6789
F 305.371.9451

OFF-STREET PARKING BOARD
MONTHLY MEETING
AGENDA

WEDNESDAY, SEPTEMBER 4, 2024

8:15 A. M.

OFF-STREET PARKING BOARD

AGENDA – September 4, 2024

I. Public Comments

II. Employee/Board Recognition/Presentations

A. Employee 'Years of Service' Award

1. Lazaro Vasallo (5-Year Award)
2. Ambrosio Santana (5-Year Award)

III. MRD Consulting Report

IV. Loud and Live Progress Report Presentation

V. APPROVAL ITEMS

1. 24-0901 June 2024 Financial Statements

   A. Miami Parking Authority
   B. Knight Center Garage

2. 24-0902 July 2024 Financial Statements

   A. Miami Parking Authority
   B. Knight Center Garage

3. 24-0903 Regular Board Meeting Minutes
   A. July 10, 2024 Finance Committee
   B. July 10, 2024 Off-Street Parking

4. 24-0904 Procurement of Curb Management Goods & Services from Blinkay, USA, LLC – Piggyback with Sourcewell Contract #120423

Any person may be heard by the Off-Street Parking Board of Directors, through the Chair, for not more than two minutes, on any proposition before the Board of Directors unless modified by the Chair. The Chair will advise the public when the public may have the opportunity to address the Board of Directors during the Public Comment Period or at any other designated time.

In accordance with the Americans with Disabilities Act of 1990, as amended, persons needing special accommodations to participate in this proceeding may contact the Miami Parking Authority at (305) 373-6789 ext. 227 or ext. 228 (Voice) no later than six (6) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than six (6) business days prior to the proceeding.

5. 24-0905 Procurement of IT Network Aruba Hardware – Piggyback with University of Virginia and ePlus Technology, Inc., Agreement UVA-AGR-IT-00178-ePlus

VI. CHIEF EXECUTIVE OFFICER'S REPORT

- Amendment to Chapter 35
- Cleverciti
- Doral Update
- Allapattah Walkthrough
- Budget Meeting – Saturday September 7th at 10:00 am

VII. STATUS REPORT

- June 2024 Operational Report
- July 2024 Operational Report

Progress Report for Miami Parking Authority

Public Relations Services

August 1 -31, 2024

TASK	ACTIVITY
Board Meeting	❖ The MPA Board of Directors did not meet in August.
PayByPhone	❖ MPA and PBP will collaborate on a new campaign to refresh the brand in Miami in the last quarter of the year.
Public Relations Tactics	❖ On August 2nd, I met virtually with the MPA/Loud and Live teams. ❖ On August 6th, I met virtually with Ms. Argudin to discuss the Move America panel. ❖ On August 12th, I met virtually with Mr. Angel Diaz and Mr. Wilfred Soto to discuss the IPMI Award of Excellent entry for the Doral parking management program. ❖ On August 15th, I met with the Loud and Live team to discuss the PayByPhone refreshing communication campaign. ❖ On August 19th, I walked through the Doral

business district with Mr. Wilfred Soto to speak individually with each business owner or renter to evaluate the impact of the parking management program. The feedback was extremely positive. I then handed out a one-question unscientific survey to the businesses to obtain their feedback on the on-street parking management program in the commercial district.

- On August 22nd, I attended Ms. Argudin's and Mr. Diaz's media training at the MPA offices.

- On August 23rd, I met virtually with the MPA/Loud and Live teams.

- Distributed the media training syllabus to Ms. Argudin and Mr. Diaz.

- Drafted a synopsis for the IPMI Award of Excellence entry highlighting the success of the Doral parking management program. Requested figures for the last 12 months to evaluate the program's effectiveness.

- Drafted a sample media advisory and social media post for the hurricane season relative to the Miami Vehicle Protection program.

- Drafted Command Center and Customer Service responses if they receive calls concerning the ADA program. Additionally, I drafted a message for customers with disabled persons' parking decals as they exited the garages. The message is to inform them about the implementation of the Miami-Dade County ordinance.

- Drafted content for Mr. Argudin's Move America panel discussion about Smart Cities and Infrastructure: The Future, Urban Planning, and Tech and Data.

- On August 12th, I met virtually with Ms. Argudin and Ms. Meagan Camp to discuss the August LinkedIn calendar and posts.
- Distributed Ms. Argudin's August 2024 Parking and Mobility magazine feature story.
- Drafted the caption and requested the Loud and Live team to post Ms. Argudin's feature article on the MPA LinkedIn page.
- Drafted content for, as requested by IPMI, relating to Ms. Argudin's reaction to the IPMI Parking and Mobility magazine story.
- Submitted a series of proposals to IPMI for the 2025 Parking and Mobility magazine editorial calendar.
- Reviewed the copy for the video produced by the Parking Guidance Systems, as submitted by Mr. Matthew Valera, and suggested copy edits.
- Drafted a new biosketch for Ms. Argudin's Move America panel to fit the topic.
- Drafted initial response to a law firm concerning complaints against Professional Parking Management's practices.
- Responded to Ms. Ashley Gonzalez concerning an interview with Calle Ocho News about the SpotHero service in Miami. Researched the

	publication. Mr. Diaz will conduct the interview with the publication. ❖ Drafted post for LinkedIn concerning Fitch Ratings Revenue Bonds affirmation at A+. ❖ Developed a media list for pitching Ms. Argudin's IPMI chairmanship. ❖ I advised on the SpotHero interview with Refresh Miami. ❖ Drafted disabled parking enforcement speaking points. ❖ Participated in a call with Mr. Diaz to discuss pending items.
Community Events	❖ September – Miami Spice Months ❖ September 20th – Park(in) Day ❖ October - Breast Cancer Awareness Month ❖ October 1st – Miami-Dade Croqueta Day ❖ October 5th – Humane Society of Miami-Dade's Walk with the Animals ❖ October 7 -11 – Customer Service Week ❖ October 12 – Savannah Bananas at loanDepot Park ❖ October Date TBD – Miami-Dade League of Cities Best Practices Conference

	❖ October 25 – Nov. 2 – Florida Mobility Week ❖ November 17 – 24 – Miami International Book Fair ❖ December 6 – 8 – Miami Art Basel ❖ December Dates TBD – Holiday Courtesy Citation Program ❖ February 12 – 16, 2025 – Miami International Boat Show ❖ Miami International Film Festival 2025 – Dates yet to be determined.
<u>Quarter 3 & 4</u> **September** **to** **November 2024**	❖ Develop material and strategic approach for the city of North Miami PayByPhone rollout. ❖ Draft article for the December 2024 Parking and Mobility magazine about Innovation. ❖ Highlight Ms. Argudin's panel discussions and speaking opportunities on LinkedIn and other platforms. ❖ Implement the refreshed PayByPhone communication campaign. ❖ Develop the 2024 IPMI Award of Entry submission about the success of the Doral parking management program. ❖ Pitch media coverage of Ms. Argudin's chairmanship of the IPMI board. ❖ Develop speaking points to communicate the smart city digital technology pilot programs for

	curb management. ❖ Step up Ms. Argudin's and senior management's presence on LinkedIn. ❖ Continue identifying and recommending not-for-profit events aligned with MPA's mission for quarters 3 and 4. ❖ Continue to create pitches for feature stories highlighting the initiatives MPA is implementing to stimulate parking and give back to the community. ❖ Update marketing and public relations roadmap for 2024 community initiatives for MPA to engage with the public.
Loud and Live Progress Report and Invoice	❖ Processed Loud and Live's invoice and progress report for August 2024.
	NAME: Margarita R. Delgado (Print) SIGNATURE: Margarita R. Delgado DATE: August 20, 2024

JULY & AUGUST REPORT

09.04.24

PRESENTED BY LOUD AND LIVE

July Top Content

Jul 9, 2024

Sign up for the MPA Hurricane Parking Program and park your car...

Reach	1,575
Comments	1
Likes	25
Saves	1
Engagement	60
Engagement rate per reach	3.8%
Engagement rate per impression	3.6%

Jul 22, 2024

MPA proudly participated in the @healthymindheartbody.inc Back t...

Reach	244
Engaged users	13
Clicks	9
Other clicks	2
Engagement rate per reach	5.3%
Engagement rate per impression	5.3%

Jul 29, 2024

Dock your worries and set sail on your cruise with convenient parkin...

Impressions	1,321
Likes	3
Reposts	1
Quote posts	0
Replies	0
Engagement	11
Engagement rate per impression	0.8%

August Top Content

Aug 9, 2024

Experience the best of downtown with MPA's garages and Freebee...

Reach	326
Comments	0
Likes	7
Saves	2
Engagement	11
Engagement rate per reach	3.4%
Engagement rate per impression	2.7%

Aug 2, 2024

Attention Miami foodies! Miami Spice is here and MPA has you covered...

Reach	94
Engaged users	2
Clicks	1
Other clicks	0
Engagement rate per reach	2.1%
Engagement rate per impression	2.1%

Aug 5, 2024

Say goodbye to circling for parking! Get hassle-free Monthly Parking...

Impressions	1,289
Likes	4
Reposts	1
Quote posts	0
Replies	0
Engagement	36
Engagement rate per impression	2.8%

Highlights & What's to Come

Vacation Parking & Freebee Reel

In August, we created a UGC tutorial video highlighting how Miami visitors can use the Vacation Parking Program to park in Downtown and then use the Freebee to explore Downtown.

It reached over 360 people and had an engagement rate of 3.4%

Hurricane Parking Program Reel

In July, we created a UGC tutorial video teaching the community how to register for the Hurricane Parking program on the link in bio.

It reached over 1,600 people and had an engagement rate of 3.8%.

Alex Feature on Magazine

On August 9th we posted on LinkedIn to congratulate Alex for her feature on the Parking Mobility Magazine.

This post received over 979 impressions and 71 reactions.

We will be posting another post once we have a physical copy of the magazine.

SOCIAL GROWTH

3,657 Total Followers (+0.2%)

Total Engagement 72 (+118.2%)

Total Reposts 26 (+100%)

4,072 Total Followers (-0.3%)

Total Impressions 8,362 (-11.2%)

Total Engagement 431 (-17%)

18,990 Total Followers (-0.1%)

Total Impressions 4,094 (-22.2%)

Total Engagement 85 (-48.2%)

1,126 Total Followers (+4.8%)

Total Impressions 6,046 (-43.4%)

Total Engagement 818 (-28.9%)

Performance from June 17, 2024 – August 20, 2024*
*Comparison period April 14, 2024 – June 16, 2024

THANK YOU.

TO:	Honorable Chairperson and Members of the Off-Street Parking Board
FROM:	Alejandra Argudin, Chief Executive Officer, Miami Parking Authority
SUBJECT:	Financial Summaries For the Period Ended June 30, 2024
DATE:	September 4, 2024

The Financial Summaries for the month ended June 30, 2024 for the Miami Parking Authority and the Knight Center Garage, are included in the Finance Committee package as agenda Item No.#1.

AA:ss

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com

T 305.373.6789
F 305.371.9451

TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Alejandra Argudin, Chief Executive Officer, Miami Parking Authority

SUBJECT: Financial Summaries For the Period Ended July 31, 2024

DATE: September 4, 2024

The Financial Summaries for the month ended July 31, 2024 for the Miami Parking Authority and the Knight Center Garage, are included in the Finance Committee package as agenda Item No.#2.

AA:ss

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com

T 305.373.6789
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Items 2a & 2b

MIAMI PARKING AUTHORITY
BOARD MEETING

July 10, 2024

PRESENT: Jami Reyes (Board Chair)
James Cassel
Thomas Jelke
Marvin Wilmoth

ALSO PRESENT: Alejandra Argudin, Chief Executive Officer, MPA
Julia Y. Alfonso, Court Reporter, JYA Reporting
Jihan Soliman, Assistant City Attorney, City of Miami
Scott Simpson, CFO, Miami Parking Authority
Margie Carmenates, Controller, MPA
Monica Cuadra, Executive Administrative Assistant, MPA
Angela Hernandez, HR Director, MPA
Angel Diaz, Director of Operations, MPA
Henry Espinosa, IT Director, MPA
Margarita Delgado, President, MRD Consulting
Valeria Gutierrez, Client Services Coordinator, Loud & Live
Orlando Canizales, IT Technician, MPA
Jose Leon, Manager, MPA
Victor Rosario, Sr. Manager of Operations, MPA
Carol Corredor, Executive Administrative Assistant, MPA
Humberto Escandon, Sr. Manager of Operations, MPA
George McLean, Sr. Business Analyst, MPA
Javier Armenteros, Manager of Operations, MPA
Jennifer Garcia, Senior Project & Property Manager
Christian Radicy, Manager, Miami Parking Authority
Gabriel Maytin, System Administrator, Miami Parking Authority
Monica Montoya, Senior Staff Accountant, Miami Parking Authority
Leonard Bier, Consultant, Bier Associates
John Lopez, Sr. Manager of Operations, PHT
Luquette Thames, Manager of Operations, MPA
Chantal Gonzalez, Paralegal, MPA
Wilfred Soto, Sr. Manager of Operations, MPA
Roamy Valera, President, Automotus
Jaime Lopez, Manager of Operations, MPA
Jonathan Victores, Parking Enforcement Officer, MPA

IN RE:

OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
8:00 a.m.

OFF-STREET PARKING BOARD
MONTHLY BOARD MEETING
8:15 a.m.

DATE TAKEN: July 10, 2024

TIME: 8:03 a.m. - 9:10 a.m

PLACE: Miami Parking Authority
40 Northwest 3rd Street
Penthouse Suite 1103
Miami, Florida 33128

Proceedings taken before:

Julia Y. Alfonso, RPR, FPR-C
Florida Professional Reporter

A P P E A R A N C E S

Present:

Jami Reyes, Chairperson
Thomas Jelke, Board Member
James Cassel, Board Member
Marvin Wilmoth, Board Member

ALSO PRESENT:

Alejandra Argudin, Chief Executive Officer, MPA
Scott Simpson, CFO, Miami Parking Authority
Angel Diaz, Director of Operations, MPA
Jihan Soliman, Assistant City Attorney, City of Miami
Margie Cannenates, Controller, MPA
Monica Cuadra, Executive Administrative Assistant, MPA
Julia Y. Alfonso, Court Reporter, JYA Reporting
Angela Hernandez, HR Director, MPA
Henry Espinosa, IT Director, MPA
Margarita Delgado, President, MRD Consulting
Valeria Gutierrez, Client Services Coordinator, Loud & Live
Orlando Canizales, IT Technician, MPA
Jose Leon, Manager, MPA
Victor Rosario, Sr. Manager of Operations, MPA
Carol Corredor, Executive Administrative Assistant, MPA
Jeffrey Medina, Sr. Manager of Operations, MPA
Humberto Escandon, Sr. Manager of Operations, MPA
George McLean, Sr. Business Analyst, MPA
Javier Armenteros, Manager of Operations, MPA
Jennifer Garcia, Senior Project & Property Manager
Christian Radicy, Manager, MPA
Gabriel Maytin, System Administrator, MPA
Monica Montoya, Senior Staff Accountant, MPA
Leonard Bier, Consultant, Bier Associates
John Lopez, Sr. Manager of Operations, PHT
Luquette Thames, Manager of Operations, MPA
Chantal Gonzalez, Paralegal, MPA
Wilfred Soto, Sr. Manager of Operations, MPA
Roamy Valera, President, Automotus
Jaime Lopez, Manager of Operations, MPA
Jonathan Victores, Parking Enforcement Officer, MPA

I N D E X

AGENDA:

P-R-O-C-E-E-D-I-N-G-S

MR. CASSEL: Let's call the finance meeting to order.

MR. SIMPSON: Good morning, everybody. We're here to talk about the results for MPA and the Knight Center for the period ending in May. With this and as well as the budget items that we're going to get into in a little bit, we went in detail on the one-on-ones.

So if you're okay with today, I'll just -- very high-level, salient points, and any point that you feel that we need additional information to make you comfortable for your vote or for the record, let me know, and I'll come back down to, like, 20,000 feet instead of my 60,000 feet.

All right. I'll give Marvin a chance to set up. I was waiting for Marvin.

Oh, he's ready to go. I apologize. My doctor cut out my Mountain Dew, so I apologize.

All right. Anyway. So a few housekeeping items before we get into the body of the report. Just to remind you, the City's role in the budget hearing is still slated for the 12th of September at 5:05 in the evening. Again, that's tentative. So I keep telling you to put it in pencil, because

who knows what could happen according to TRIM. It could get adjusted again.

The whole premise behind that is any taxing authority that -- something billed to you, basically you should have the opportunity to attend each of those meetings. So if there's a conflict, it just cascades down, and the City is sort of down in the pecking order.

The bank reconciliations for the month are current. There are no material items in the current month's reconciliation.

If you advance one more page, and, guys, go to page six of your dec. This is the summary for MPA for May. May is the eighth period of the fiscal year. For the month we had approximately 5.46 million of operating revenue. We're about 1.227 million better than budget. We had direct operating expenses of -- I'm sorry. I just saw the corner thing and it sort of distracted me.

We had direct operating expenses for the month of approximately 2.284 million, leaving operating results of approximately 3.176 for the month.

If you advance two pages.

So this is the same time frame but just a detailed view. The year to date you can see that

we're performing, you know, good. We had a good revenue recognition. The expenses are a little over, and that's sort of what we anticipated. A lot of the expenses we've been making have been discretionary. You know, we want to keep our garages bright, shiny, clean, operating, those types of things.

All right. One more page.

Perfect.

This is the detail for the month. We had several items either being above or below budget for the month. On the revenue side, off street continues to perform better than budget. If you recall when we adopted the current year budget, we contemplated G3 coming offline in January. Unfortunately, that just hasn't happened.

So we continue to have favorable treatment on that line item as a consequence of recognizing the revenue. For this particular month, G3's revenue was approximately $296,000 of the variance.

The next one is for on street. And the on street we had a check that came in for current period and some prior period in the amount of $303,000 for parking meter rentals. I always get that wrong, so I have to slow it down a little bit.

We are talking to see what we can do to, you know, to make sure that we record these things timely, accurately.

We do have a pretty good gait that when they go to close out any monies that are due to us, we're going to get it, because the last thing that they need in order to get their permit is a sign-off from us. So we do have that gap, but I'd feel much more comfortable if we were recognizing it as incurred instead of having these big checks that come in. So we'll continue to work on that and see what the assistants can do to help us.

And then Other was over by about $14,000. Again, that's just a consequence of the way tilling works. It's very cyclical, those types of things. But several expense items either being above or below budget.

On the Repairs & Maintenance, again, it's pretty consistent what we've been doing all year. Once we started seeing revenue coming in and we were comfortable, you know, we -- again, we want our garages to be safe, clean, those types of things, so we went out and did a lot of tree removal, pressure washing, as well as installation of garbage compactor, those types of things.

Again, they're all things that we knew, we programmed, and so we were comfortable with that.

Building/Land/Auto is over by a little bit. Again, we treat our fleet, which is a large component in this line item, as an operating lease. So every month we do get an invoice from the company for the maintenance of the cars, the lease of the cars, and administrative. At this point they decided they needed to do some upgrades to a couple of the vehicles, so when that invoice came in, we just treated that as an operating expense consistent with what we had done in the other periods.

Revenue Sharing is over by about $13,000. Again, I've said this many times. If there's any item that you want to be negative on the P&L, this is the one you want to be negative. This just means that we have an agreement with a provider that has a lot or some type of parking facility and the facility did better than planned. So we rebate back to them some form of net income, gross collections, and generate this negative. Obviously, if they're doing better, we're going to do better because we participate in that revenue share as well.

Parking Meters & Installation is over by about $40,000. This is solely related to the last payment for the parking guidance system that's in this garage. When the budget was contemplated, that was one of the things that we did not foresee, but we were comfortable with the revenue recognition that we could cover that expense for the project.

Again, the project is a great project for several reasons. One -- and once you guys have been in the garage in the mornings, our neighbors to the east like to go the wrong way on the down ramps and up ramps. So hopefully that will minimize a lot of the people in that garage looking for a space, you know, having these directional signs. If they come up to a certain deck and it says only two spaces, they might not go there, they'll just go up, find something that has more spaces, so avoiding a lot of circulation in the garage, that type of thing.

Professional Fee Other is over by about $24,000. We have been working around implementing our ERP project from a typical service solution to cloud solution. As we get bills related to the licensing for that or as the integrator bills us

for their time and service, we're just treating that as an operating expense consistent with what we've done in the past in recognizing that.

And then Bank Charges, it's over. Any time we have revenue that exceeds plan, that just means we're going to have more virtual swipes of credit cards or actual credit card swipes and we rebate Visa/Mastercard for that.

With that I'm happy to answer any questions that relates to the performance for May.

MR. CASSEL: Any questions?

MR. JELKE: Yeah, just a general question. What are the triggers for notes? Is that --

MR. SIMPSON: Typically it's $10,000 and 10 percent, or depending on what it is. If it's something that -- that's significant that -- we'll pull that up as well.

MR. JELKE: Okay.

MR. SIMPSON: But generally it's 10 and 10.

MR. JELKE: 10 and 10. Right.

MR. SIMPSON: No questions?

Go to page 11. Page 11 is the summary for the Knight Center for the same time frame. On the month they had approximately $280,000 of operating revenue or about $62,000 better than budget. They

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had direct operating expenses of approximately 260,000, leaving an operating surplus of approximately $20,000 on the month.

If you advance two pages, what you can see on the revenue side clearly, you know, Monthly and Special Event continue to perform well. It's pretty consistent with what we've seen in the last four to five months. And we think the monthly will continue to grow and get better as people start to come back to work. People aren't still working five days, but they are working enough now to where it makes sense for them to buy a monthly subscription.

Special Event, when we do our budget, we reach out to the City and say, Hey, what's in your book? What do you tentatively have slated for graduations, events, those types of things? You know, when we did the budget that we're operating in now, last year they were extremely pessimistic. They didn't think a lot of things were going to happen, so that's the reason for the large favorable variance.

Legal & Professional, we've talked about this many, many, many times. This is the particular line item where the expenses related to the

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modernization of the garage, the variance of $150,000 -- -55,000 is solely related to the payment to the vendor for the project. Again, you know, that is part of an overall $7.3 million project related to the modernization of the garage.

These numbers have been forwarded to the City for their review as well as the reimbursement package and the expense packages for the month.

With that I'm happy to answer any questions about this report, the preceding report, or the housekeeping items.

MR. CASSEL: Any questions?

MR. JELKE: No.

MR. CASSEL: No questions.

MR. SIMPSON: All right. That's it for finance.

MR. JELKE: Thank you so much.

MR. SIMPSON: Thank you.

MR. DIAZ: Bert?

MS. SOLIMAN: Chair? Chair? Public comment.

CHAIRPERSON REYES: Oh, yeah. I'm sorry. Sorry. I got to open it up for public comments before you start.

Opening it for public comments.

Hearing none, seeing none, we may proceed.

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MR. ESCANDON: Good morning. My name is Berto. I'm with the enforcement department. I'm happy to give the five-year award to Victores. Victores is one of the officers that we have that we can send him to do any type of tasks throughout the City, especially he do the citywide -- with the LPR vehicles and stuff like that.

So I'm happy that, you know, we have him here. So congratulations on your five years.

MR. VICTORES: Thank you. I appreciate the time being here. And it's a pleasure for me being the face for the street because we're the ones that have to deal with the customers. We're the ones that have to show what MPA is about. And it's a pleasure to work with the community and make it a better place for parking. And MPA always has a lot to grow as a company -- as a community, we have a lot to grow still and, you know, make it better.

MR. ESCANDON: Thank you.

CHAIRPERSON REYES: Okay. Margarita, you're up.

MS. DELGADO: Good morning, Madam Chair, members of the board, Madam CEO. Good morning, everyone. Margarita Delgado, MRD Consulting for the record.

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So July and August are months that we -- there isn't that much going on community relationswise, so we use it to plan ahead for fall for -- for the fourth quarter where there will be a lot going on starting in September. So we have been very busy planning the media pitches for the announcement of the chairmanship of the CEO, chair of the IPMI board of directors.

More than anything else -- because that is very important for Miami, and that's a question that a reporter asked me the other day. He said, Why is that important for Miami? So I think that position will bear fruits in highlighting how MPA is ahead of the other parking organizations nationwide, and Doral is one of those examples.

But also that she will have the ability to guide the board in shaping policies that are necessary in order to be able to implement new technology and emerging technology. And so that is -- I think that -- in my opinion, that is important for -- not only for MPA, but also for the Miami community. So working on that.

And August is really -- July and August are the perfect time to pitch it because there's so many people on vacation. And so we want to plan

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for early fall.

So been busy with writing content for LinkedIn and also creating a roadmap for the things that will be rolled out in September through the last quarter, September through December. So much going on locally.

So we're doing also flyers, like the Populus flyer, to make sure that aligns with the MPA message so that the -- distilling the message the community can understand because technology is so hard to -- you know, particularly parking technology, for people to understand the benefit to the public. So those are the things that I've been working on -- we have been collectively working on during the month of June.

Questions, anyone?

MR. JELKE: Thank you.

MS. DELGADO: Thank you.

CHAIRPERSON REYES: Thank you.

MS. DELGADO: Valeria?

MS. GUTIERREZ: Valeria Gutierrez from Loud And Live for the record.

Do you mind putting our June report, please.

Thank you.

As Margarita said, July is one of the slow

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months, but June did have a lot of things going on. Just to start off with a few highlights in our June top content. For some reason, the Miami Swim Week post really performed really well. I guess a lot of people came into town for that. And on Twitter it was -- it honestly blew up. So people really were looking for parking information on Twitter for Miami Swim Week. We were there for that information.

And then we did a Parking in Downtown reel in an Instagram that performed very well too.

Next slide, please.

And then some highlights of what happened last month. We went -- we covered IPMI on LinkedIn. Also received over 4,000 impressions. Really, really great engagement there. It was mostly just people congratulating Alex and congratulating MPA's involvement there.

And we also did -- I don't know if you guys saw it, but we rebranded the giveaways. We made them a lot more engaging. They have animation going on, and getting a lot of engagement from that too. Our Instagram is blowing up from that.

And then as of the request from last board meeting, we did put together a hurricane parking

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tutorial video that went live yesterday. Sorry. I made this report before presenting it. And if you guys want to recognize someone's voice, you can go on our Instagram and hear that.

That's pretty much what we have there. Just for July we will be also covering Angel's involvement in FLPTA. Did I say that right?

MR. DIAZ: FPTA.

MS. GUTIERREZ: FPTA. Sorry. We'll be covering that for LinkedIn too. And, yeah, that's pretty much it.

Next slide. This is just to give you guys more of a sense of socials and how the -- last month was. I owe you guys the Twitter growth, but we just switched social media platform -- yeah, like, social management platform and it hadn't really pulled those numbers yet. But you will see that in our next report. That's pretty much it.

Any questions?

MR. JELKE: What's Twitter? Is it like what X used to be?

CHAIRPERSON REYES: Yeah.

MS. ARGUDIN: Yeah.

CHAIRPERSON REYES: Well, what is.

MS. ARGUDIN: No, X is.

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CHAIRPERSON REYES: What X is.

MS. GUTIERREZ: X is Twitter now. Yeah. We still refer to it as Twitter. I don't think anyone's changed lingo.

MR. CASSEL: One guy changed it, but we don't want to get political here.

(Simultaneous discussion.)

CHAIRPERSON REYES: Thank you.

All right. Okay. Let's move to our approval items. May 2024 financial statements.

MR. JELKE: I'll move it.

MR. WILMOTH: Second.

CHAIRPERSON REYES: All those in favor say "aye."

MR. CASSEL: Aye.

MR. JELKE: Aye.

MR. WILMOTH: Aye.

CHAIRPERSON REYES: Aye.

Hearing no opposition, motion passes.

Regular board minutes for June, please.

MR. CASSEL: So moved.

MR. JELKE: I'll second.

CHAIRPERSON REYES: All those in favor say "aye."

MR. JELKE: Aye.

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MR. CASSEL: Aye.
MR. WILMOTH: Aye.
CHAIRPERSON REYES: Hearing no opposition, the motion passes.
The budget --
MR. SIMPSON: Good morning again. Scott Simpson --
CHAIRPERSON REYES: -- for MPA. Sorry.
MR. SIMPSON: -- accounting department.
Why do you always giggle when I say that?
MR. CASSEL: Accounting department.
MR. SIMPSON: Finance section?
MR. CASSEL: That's much better.
MR. SIMPSON: Scott Simpson, finance section.
In your document, the budget package actually starts on page 48. But if you go to page 55, it's where the meat starts. That's where the numbers are. So the salient points are budget, the balance is structurally balanced. By that what do we mean? We mean that reoccurring revenues meet or exceed reoccurring expenses. There are no one-time infusions of fund balance to make the balance.
We are required to have a 1.5 coverage ratio for the bondholders. The budget as presented has an 8.8 coverage ratio. Historically, our coverage

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ratio has always been very, very strong. The rating agencies have always looked favorable upon that, but we never get the full credit that we deserve on that because of the way the excess contribution to the City works.
Speaking of the excess contribution, budget as presented does not contemplate any rate increases. The last rate increase that we had was in 2018. The baseline -- and when I say "baseline," that's the preliminary number that we give the City. Obviously, that number can go up or down as a consequence of financial performance. If we perform better, we adjust those numbers.
At the end of the year, what we do is we look at our financial performance. We reassess all our liabilities and capital needs, and when we do, we make that final determination, and then we make the final payment to the City.
But the base payment for the City is $17 million. The base payment for the current budget that we're in was $14 million. So we are giving them significantly more money next year than we have this year, which is always a good sign.
I think I covered everything. Let's see. Structured balance -- okay. Yeah. So those are

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the most important things.
So what we're looking for when we go to the City is a final approval for an operating revenue budget of $61,741,064 with operating expenses of approximately $28,657,68 -- 687. So with that, I'm happy to get into the detail and talk about any particular line items or methodologies that we use for overall budget or a particular line item.
CHAIRPERSON REYES: Questions?
MR. CASSEL: In terms of the capital expenses that were -- and things like that, are we very comfortable that we're fully funding that; that we have adequate money provided at this point to keep things the way they are versus --
MR. SIMPSON: Yeah. So one of the things that we do, we always wait until we get past hurricane season, and we wait until the audit's concluded. The first thing we do is we get on our balance sheet. We look at comp absences. We look at health accrual. We look at pending litigations, those type of things. So we assess the balance sheet, make sure that anything that potentially can come up is fully funded.
Then what we do is we go through the department's wish list. Oh, I need a -- when Elmer

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was here, it was always, I need a new sweeper. With Henry, it's, I need a new gizmo, or whatever. And so we assess that. I think at the position that we're in, you know, we have adequate liquidity to take care of our capital needs in the near future.
MR. JELKE: I have a question for you: Where do things like professional development fit into the budget?
MR. SIMPSON: That is -- I believe it's in Other Expenses. There's a cheat sheet in the back of your report that talks about each of the line items, but --
MR. JELKE: But it's in there, right?
MR. SIMPSON: So what we do in professional development, we also, monthly, set up an accrual as a percentage of payroll that goes into an account that HR uses for training and development, those types of things.
MR. JELKE: And stuff -- I'm assuming there will be some expenses for Alex in IPMI, or does IPMI cover all that?
MS. ARGUDIN: They pick up --
MR. JELKE: They pick it all up, travel --
MS. ARGUDIN: They pick up travel.

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MR. SIMPSON: IPMI has been very, very good about that. Even when she was in transition, when we paid for it, they'd send us a reimbursement check back, and told us not to pay anymore.

MR. JELKE: Great.

MS. SOLIMAN: It's under Other Expenses, just so you know.

MR. JELKE: Thanks.

CHAIRPERSON REYES: So does that go under Meetings and Conventions? Is that -- for what Tom was asking on the --

MR. SIMPSON: Yes.

CHAIRPERSON REYES: -- professional development, it's Meeting and Convention?

MS. SOLIMAN: Yeah. Page 64, just so you can see it. Other has license, permits, miscellaneous, travel, training, meetings and convention, publications, membership dues.

MR. JELKE: No more questions.

MR. SIMPSON: All right. So, again, no rate increase. 17 million to the City. Structurally balanced, 8.8. And, again, September the 12th for our reading at the City.

MS. SOLIMAN: What was the last contribution to the City?

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MR. SIMPSON: 14 million was the base, and we're still waiting till the year is closed out before we come up with a final number. Of that we've already made a payment of $11.2 million.

MS. SOLIMAN: So there will be more?

MR. SIMPSON: I believe that was what was on the record.

MR. CASSEL: You don't believe we'll have to ask for any of that money back --

MR. SIMPSON: Someone go back and read the record.

One of the things that we do when we do go meet the commissioners is always bring in a copy of the canceled checks.

So I would respectfully ask for a vote of the item.

CHAIRPERSON REYES: Any other questions?

MR. CASSEL: I would move to --

MR. WILMOTH: I'll second that.

CHAIRPERSON REYES: All those in favor say "aye."

MR. JELKE: Aye.

MR. CASSEL: Aye.

MR. WILMOTH: Aye.

CHAIRPERSON REYES: Aye.

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Motion passes.

Next up.

MR. SIMPSON: Okay. Again, Scott Simpson, finance section for Miami Parking Authority. So we have the operating budget for the Knight Center for 2025. So what we're looking to do today -- 67. We're only looking for an appropriation vote on the expenses. We're asking for an approval of an expenditure budget of $1,327,730. That's roughly a $24,000 increase from the prior year. About 1.85 percent increase.

Pretty much what we either did, we either took the current run rate, or if we knew we had contractual obligations for price increases in 2025, we programmed those in.

On the revenue side, we did a similar type of thing. We're going to go with a revenue number of $2.9 million, or about an $343,000 increase, or a 13 percent increase. So, in summary, what we're asking for is the approval of $1,327,730, or 1.85 percent increase from the prior year.

MR. WILMOTH: In 2023 we had some overtime charges. We're not expecting -- is that related to something specific?

MR. SIMPSON: I can put it in the budget and

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the City will take it back out. So we historically try to minimize overtime and pull stuff around. I guarantee there will be some. Will it have a material impact to the budget? No. Will the City reimburse us for the overtime? Yes.

MR. WILMOTH: Okay.

CHAIRPERSON REYES: I'm sorry, Scott. I didn't see a resolution on this. Do we not do --

MR. SIMPSON: We don't do a resolution for this one.

CHAIRPERSON REYES: We don't do a resolution? Okay.

MR. SIMPSON: No. So basically what we'll do is we'll just forward our affirmation that this is what we agreed upon. The City takes it through their process. They incorporate it into their special revenue process, and then they adopt it through their normal process.

CHAIRPERSON REYES: Okay. So your request right now is for how --

MR. SIMPSON: We're just asking for an approval for the operating expenses in the amount of $1,327,730.

CHAIRPERSON REYES: Thank you.

MR. JELKE: I'll move it.

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MR. WILMOTH: Second.
CHAIRPERSON REYES: All those in favor say "aye."
MR. JELKE: Aye.
MR. CASSEL: Aye.
MR. WILMOTH: Aye.
CHAIRPERSON REYES: Aye.
Motion passes.
All right.
MR. SIMPSON: All right. The last item for me and you're done with me today. Page 68. In 2008 MPA implemented a plan -- a retired health savings plan for employees. What we notice is that a lot of employees had not adequately funded healthcare after retirement. What's happened since then is healthcare has just gotten astronomically expensive. So we've used this to sort of try to hold -- the RHS is dictated by the IRS. It's very restrictive.
Currently we have two methods to fund it. The first method is a mandatory contribution for all employees that any hours they have in excess of 232, that is converted dollar for dollar at their current pay rate. It is put into this account tax free, provided they use it for healthcare upon

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separation or retirement, they can use it tax free.
The reason we have 232 hours, that's basically the calculation we came up with. If someone was to have an accident, that they would roll through -- they would need that many hours in order for them -- their disability to kick in. So we try to make them cash flow neutral.
The other component, since we're not allowed to make voluntary contributions, is we make a discretionary decision at the end of the year. The code allows for that. And our discretion is, did MPA perform well? Yes. Turn the trigger on.
And then our funding mechanism is based on years of service. We start at $750 increments from one to five years. It caps out at 1500 for the employees that have been on board 16 years or more. The sheet that you have details the employees.
What we'll do prior to the end of the fiscal year, we'll go back. We'll re-review the list, one, to make sure that they're still employed. Two, that they're not in bad status. If they hit either one of those, then they would not get the employer contribution.
So we're asking for a contribution not to exceed $112,000. We've made payments in the last

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couple of years consistent -- the last couple of years. The only time we did not make a contribution was during the COVID time. So I would respectfully ask for approval of a payment not to exceed $112,000.
MR. CASSEL: What did we pay last year?
MR. SIMPSON: 94,000 and change.
MR. CASSEL: And this is in the budget or --
MR. SIMPSON: This is in the budget.
MR. CASSEL: There's sufficient money?
MR. SIMPSON: Yes.
CHAIRPERSON REYES: Any other questions? Motion?
MR. JELKE: I'll move it.
MR. WILMOTH: Second.
CHAIRPERSON REYES: All those in favor say "aye."
MR. JELKE: Aye.
MR. WILMOTH: Aye.
MR. CASSEL: Aye.
CHAIRPERSON REYES: Motion passes.
MR. SIMPSON: Great. Thank you very much.
CHAIRPERSON REYES: Thank you.
MR. ESPINOSA: All right. Good morning. Henry Espinosa, division of technology.

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MR. CASSEL: Is that a new division of ours?
MR. ESPINOSA: Section.
All right. So what I've got today is two kinds of companion items. The first item -- well, let me back up a second.
We run approximately 30 servers here onsite for various operations that it's better to run them onsite. We also have servers and services that we contract, cloud-based services for Amazon Web Services and Microsoft Web Services as well.
For the servers that we run here onsite, we need hardware and management software for them. Currently we use -- we purchase all of our hardware, and then we run the VMware software on top of that to run all the servers that we run here.
The equipment that we have is now aging out. It was time to look for a new solution. And recently VMware was purchased by another company called Broadcom. There have been a lot of changes in the way they do things.
Traditionally, what we did was we would purchase a perpetual license which was -- you know, we would purchase the license one time, and then be able to use it in perpetuity. That's not an option

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anymore. The entire industry is going to a software as a service-type offering. So we're going to have to find some sort of software as a service-type offer.

We identified Nutanix as the product that we want to use. It is approximately the same price. It is vastly simpler than the VMware solution that we have. It also allows us to manage all of the, what I call the stack, which is the storage, the networking, the processers, all of it from one place instead of having to manage them individually. This makes the learning curve on that product a lot shallower than it is on the current VM we're offering.

So the first item is a request to purchase the Nutanix software and hardware to replace the system that we have right now. The initial cost is a little over $100,000 right now. That includes about $57,000 for a hardware replacement, and then the rest of it is the first year of ongoing licensing. So the 34,000 -- approximately $34,000 will be an annual fee that we pay.

That's very much in line with what we would need to pay the VMware for the type of setup that we have right now. So the cost isn't really a

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determining factor. The simplicity of the product is what we're asking for.

I don't know if you want me to get into the second one since it is related, or you want to vote on the first one, or --

CHAIRPERSON REYES: Well, they're two separate items, so I think --

MR. ESPINOSA: They are two separate items, yes.

CHAIRPERSON REYES: I just want to make sure -- I just want to -- Alex and I were just talking about the question that I asked you yesterday as to why we didn't procure this, and the reason we didn't is because it's a piggyback on an already state procurement, right?

MR. ESPINOSA: Yes.

CHAIRPERSON REYES: That was a clarification for me, so thank you.

Any questions on item number six?

MR. CASSEL: What is the hardware? What brand of hardware are they selling us?

MR. ESPINOSA: The ones proposed here is Supermicro. And the one advantage of that is that the hardware that they provide has been certified by them. So they know that their software runs

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properly on that hardware.

VM, for example, should run on every major vendor out there, but you never know because there's different sources of software, and supply chain attacks, for example, can modify the software that's running on your server. It can be problematic.

So, again, this is -- the simplicity comes from having everything -- the entire solution vetted by a single -- by the service provider.

MR. CASSEL: Does this include security-type software on here to prevent hacking and stuff? Is that part of what their --

MR. ESPINOSA: It does have like, you know, authentication mechanisms to prevent unauthorized persons from accessing it. All of the vendors do. That's not unique to them. And then we also have other layers of security on top of that. And we'll get into some of the security stuff in the second item here as well.

MR. WILMOTH: You want to -- are you going to speak about the redundancy in the second item?

MR. ESPINOSA: Yes.

MR. WILMOTH: And then the support that's provided here, is that ongoing or is that just in

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the transition?

MR. ESPINOSA: So there is a -- in the initial proposal, there's a $20,000 fee for migration and professional services to get us trained and moved over. That's a one-time fee. But, yeah, that is included in the initial proposal.

MR. WILMOTH: Very powerful approach to streamlining here and checking the system.

MR. ESPINOSA: Thank you.

CHAIRPERSON REYES: Any other questions?

Is there a motion?

MR. JELKE: I'll move the item.

MR. WILMOTH: Second.

CHAIRPERSON REYES: All those in favor say "aye."

MR. JELKE: Aye.

MR. WILMOTH: Aye.

MR. CASSEL: Aye.

CHAIRPERSON REYES: Motion passes.

We can go to the next item, seven.

MR. ESPINOSA: All right. So the companion item is the backup and disaster recovery component of the system. So, you know, obviously, if we have all of our servers running, we need not only the backups, but we also do weekly backups, we do monthly backups. It allows us to recover to any given point in time.

You never know -- when something goes wrong, sometimes you don't know when it went wrong. Sometimes you have to back up further than just the night before. And that's just kind of the backup. Backups are good for things like a corrupt file. Somebody accidentally deleted something. You get hit by a ransomware attack, something like that.

There's also the disaster recovery component which is, listen, not only are the files gone, but the entire data center's gone. There's been a fire here. Something happened in the building, you know, how are we going to run our operations if this data center is not here?

And what this solution does is it basically creates a replica of our data center at an off-site location, so that if we need to, we can fail over and run from that system. Here in Miami, obviously, and in the middle of hurricane season, that's a very common scenario.

So this also incorporates two annual tests where we actually perform a fail over to make sure that all the systems are actually available should we need them. And I was actually talking to one of

the reps. He told us that one of his Florida customers always does it during hurricane season in case it hits during a hurricane, they're already migrated over. So I thought that was kind of a clever approach to this.

So that's what the second companion item is for. That companion item is essentially a service offering. They will provide hardware, but we don't own the hardware. We just -- it's incorporated into the cost of the service, and it will be an ongoing annual fee.

MR. WILMOTH: And is that hardware automatically upgraded as they get newer versions of --

MR. ESPINOSA: Yeah. Yes. Since they're basically responsible for it, they'll have their own schedule for this.

CHAIRPERSON REYES: Any other questions?

MR. CASSEL: The term of the contract is for how long?

MR. ESPINOSA: One year. We do have the option to do multiple years since these are both new products that I haven't worked with. I'm not really -- I'm never comfortable doing long-term contracts with a -- you know, with a company that

we haven't worked with before. If everything goes well, we can probably leverage better pricing if we do like a three- or five-year contract in the future. But that's something we can look at next year.

MR. JELKE: How many terabytes are we currently using?

MR. ESPINOSA: Right now we have approximately 10 terabytes of actual data. And what that translates to is close to 30 terabytes in terms of backup speed, because you have to keep multiple copies and that kind of stuff.

MR. JELKE: If we end up having more than the 30 that's committed here, like, what happens?

MR. ESPINOSA: There's a slight service increase fee for the additional --

MR. JELKE: For additional --

MR. ESPINOSA: -- for the additional space that we might use.

MR. JELKE: Right.

MR. ESPINOSA: The storage itself is not a big driver in the cost. Storage is relatively cheap, especially cloud-based storage.

MR. JELKE: Okay.

CHAIRPERSON REYES: Any further questions?

Is there a motion?

MR. WILMOTH: I'll make the motion.

MR. JELKE: I'll second.

CHAIRPERSON REYES: All those in favor say "aye."

Aye.

MR. WILMOTH: Aye.

MR. JELKE: Aye.

MR. CASSEL: Aye.

CHAIRPERSON REYES: Motion passes.

Thank you. Thank you, Henry.

MR. ESPINOSA: Thank you.

CHAIRPERSON REYES: Operations. All right.

MS. ARGUDIN: So for my report, first I would like to thank the operations team and Scott for working on this budget. You know, we had done the migration from our system. So this is the year that they used all the data that had moved over to do the budget.

And, you know, they work very hard. They came to me. I send them back on -- you know, to push on the numbers so that, you know, we can have as much of an accurate budget as we can provide. So I want to thank you, Scott, and Angel and staff, Wilfred, and Victor, and Bert for this budget.

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And next I wanted to talk about North Miami. As you know, we've been talking about managing some of the parking in North Miami. We finally went before the board last night. It was a packed agenda, and Angel did a great job of trying to minimize his presentation to about three minutes. He didn't know he only had three minutes.

And then ultimately they postponed it because it just wasn't enough. They had questions. I think the City manager and staff has to, you know, flesh it out more with the commissioners, and so we're going back on August 26 --

MR. DIAZ: Yes.

MS. ARGUDIN: -- to present again. And, you know, this time we'll make sure what the timing is, because I felt like Angel tried to rush a nice presentation into a very short period of time.

You know, it's -- this is a very tough -- it's tough to put this out there to manage parking, you know, when people are not aware or they haven't -- you know, with the community. So the first reaction is always going to be a negative one.

And so I think the education part is important. They did their best in meeting with all the commissioners that would meet with them, and

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the City manager, and the administration. But I think that needs to continue to be fleshed out. So we'll wait till next month, and then hopefully in September we'll be able to report back.

MR. WILMOTH: You shouldn't be disappointed in that outcome. I know the City manager's new. They are going through some transitions, so it's probably more of a timing than the actual presentation.

MS. ARGUDIN: No. And sometimes -- you know, I wasn't shocked completely, but I do know that, you know, the time and the effort that they had put into this. And you want to go one time and be done. But I think sometimes it does take multiple meetings and discussions, and then we will be able to answer some of the questions that they have, none of which we can't answer. But it's just the time. You know, they gave us very little time to present. I know that you know that.

Next I just want to touch on MiMo. I know I haven't touched on this project in a bit. We were supposed to go for a second reading about a month or two ago, and they have continued to postpone this item. I am trying to get a meeting with Commissioner King to see when the item will go back

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up. This is only for the approval of the height of the project. If that passes on second reading, then we need to now present our project to the planning and zoning board. So it's still going to take a little bit of time.

And I did have a discussion with the developer who pretty much told me if they can't get this project approved because of the height, and they don't move on it -- she needs to move on the project. She can't just be sitting on the land. And she may just have to do what everybody else does which is just build a project and the parking for -- to fill the needs of her project, which would be detrimental to what we're trying to do for that community.

It will be the only place that we can build this project and have the support from a developer who is going to be the backstop to our project. I know in today's economy, I know developers are not willing to do that. So we are going to try our hardest to get this on an agenda and get it moving. But I'll keep you all posted.

Amendment to Chapter 35. So our code is very antiquated. We try our best that when we go before the city commission, that we make all the changes

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that we need to make. But within our code you make one change in one area and it impacts some of the areas on the back part of the code. So you got to really read it through. And Roland has done an amazing job in pushing us to read it from beginning to end and making all the changes that correlate with each other.

All the technology that we want to talk to you about and things that you've approved for piloting gets impacted -- impacts the ability to -- the antiquated code impacts the ability for us to roll out technology because it's not mentioned in the code. So there are a lot of things that we have to update in the code. We've been working on this now, I would say, upwards of probably two to three months.

MR. DIAZ: At least, yeah.

MS. ARGUDIN: And we go back, and then we read something and we go back. And sometimes you're so in it that then you don't see it. We are almost at the tail end of this. I think the next probably two weeks we can wrap that up.

I have spoken to some commissioners about that we're going to be bringing this code. They are dealing with their own changes that they realize

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that there are changes to the code that have to be made. I told them that we are taking a holistic look at that chapter because that's the chapter that impacts us the most, which is our chapter. And they have supported us taking this, especially because, as Scott mentioned, there's no rate increase, and that is what we're talking about here as it relates to rates.

So I'm letting you all know because I -- you know, we may take this to City commission before our next, you know, board meeting. But if you hear about it, that's what we are working on.

And then the Smart Grant Project. I don't know if you all know that we had partnered with the County for a Smart Grant Project. This was a lot of money that was coming down from the federal government. The County applied for it. They were -- they received the award. They were only one of 59 cities that received this award. They were one of nine that received it for curb management.

We were partners with them, and so was Automotus, in part because part of the grant required for them to have partners that already had something in existence or, you know, they want them

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to work with other people in the community to when these projects happened. And since we already had a pilot with Automotus, then they included us and they included Automotus.

They received the grant in 2023. They had a little bit of a delay in the County side because of the procurement process. We already had Automotus, so it was easy for us to just expand. And with the monies that they received we were able to expand the areas where we're putting the cameras and monitoring the curb.

Angel will talk a little bit more about that when we present it. They received $1.98 million -- almost $2 million. That has to be spent by the end of the year, beginning of 2025, for us to go to phase two. Phase two is -- could be $50 million. So if we continue to be partners with the County, which has been a great partnership, we can do really great projects with them on our curb.

And so we look forward to that. We're looking forward to helping them with how -- whatever it takes to get the data that they need in order for them to stay alive and be able to apply for the second phase. So that's where we are with the Smart Grant.

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I think it's been a great partnership with the County. Like I always say, I feel like sometimes we work in silos, the City, the County, us. And I think working together is what's getting us here and getting us these dollars that alone we probably can't obtain, but with the County and/or the City we can.

MR. WILMOTH: Can you -- sorry.

The Smart Grant, what's the specific orientation or is there a broad --

MS. ARGUDIN: It's broad. You can apply for one of -- I would say, at least, that I remember, 10 or 12 subjects. And so -- but they have a lot of requirements. You have to read their requirements. It's very specific as to what they're asking for. This proposal together -- that's why a lot of people didn't -- you know, 1 of 59 cities in the entire country. It wasn't -- it wasn't given to just anybody.

MR. WILMOTH: Sure.

MS. ARGUDIN: And a lot of cities are delayed in presenting -- in being able to push this forward because of the procurement process because of the requirements that it takes for them to actually give you money. We're working through that, us and

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the other cities.

This is something that I'm looking forward to presenting with a group of other cities at the next IPMI because a lot of cities could benefit from knowing how to apply for these grants. We're all working towards the same thing, and some people just don't have the money to do it when there's a lot of federal funding that could come down for these projects.

So that's something that I look forward to presenting in a scale that -- when there's a lot of municipalities that don't have the access, that we may be that caveat to letting them know, you know, these grants are available.

So the County went in for the curb management which included not only us, the loading zones, managing the loading zones, but also have micro-freight. So having like zero emissions areas where they're using the micro-freight, maybe offloading in one of our lots on the peripheral, you know, FedEx or UPS, you know, downloading their packages, and then having the bikes come into the heart of the downtown to do the deliveries, right? And little by little, if that would work, then it will be a zero emission zone.

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There's a lot of places like that already. You know, in Europe you see a lot of places that are already zero emissions. There's a lot of places here in the United States too but in very small areas, not in a downtown as big as ours. So, you know, we try to find municipalities that are not doing it in a two-block radius but in a much bigger scale.

We're also talking about using the bike lanes. And, you know, we have a lot of difference of opinions on bike lanes. But the ability to use the bike lanes with these micro-freights are -- that's great because at least there will be a place to park, be able to offload and then, you know, use that as opposed to just parking -- double-parking on the street or taking up valuable space.

So there's a lot of conversation around that. The County is working on the micro-freight side, and we are working on the camera side on the loading zone with Automotus.

MR. DIAZ: So the Automotus update and EV charging update, we did a quick little PowerPoint to kind of go through.

So to Alex's point, on a monthly basis, you know, we talk about just things that you guys

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approve over the year and where we are in certain projects and whatnot. So this month we're going to talk about Automotus and the EV charging that you guys approved.

So Automotus is basically -- based on that Smart Grant, their main focus is to manage the curb loading zone. It's either a regular loading zone, a flex loading zone, micro-freight. And the goal is to be able to charge -- automated charging like the SunPass type of scenario when a vehicle pulls into a loading zone. So that's kind of the model.

This is an example of what the signs will look like once it's there. And that's an example, you know, of what they would be charged for parking in that space. It's per minute, so there will be increments of per minute. And it's a much -- it's a higher rate if you stay longer, and it's also more expensive than the regular on-street spaces. Part of the Chapter 35 calls this out and has a rate structure and all that, so we can't roll this out until we have that Chapter 35 amendment done first.

So, again, this is an example of what the signs will look like once we get it installed. The color specific, it's just something that catches

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people. It's a new product. There's a tremendous marketing campaign that Margarita -- we have talked about for months now once we can implement it, but just want to give you a snapshot of what that will look like.

Next slide.

CHAIRPERSON REYES: Is the color in all of the cities that this program is rolled out in or is it specific to Miami?

MR. DIAZ: So we have Roamy Valera here. He's the president of Automotus. And, yeah, I think they do use that color in other cities. I think Pittsburgh uses that color or similar color just to make it stand out.

MR. VALERA: Yeah. Good morning. Roamy Valera, president of Automotus.

We used that color because it is one of the few colors that's available under the federal, state DOT. And it also looks -- we think that turning a curb purple looks kind of cool. So, yeah.

CHAIRPERSON REYES: I was asking just because then it becomes --

MR. VALERA: It is very consistent.

CHAIRPERSON REYES: -- identifying. Yeah.

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Okay. Thank you.

MR. CASSEL: Why will people use this versus just double-park? In avoidance of citations? Or is there going to be a requirement --

MR. DIAZ: Correct.

MR. CASSEL: -- because now they're going to pay for something effectively they've been getting for free in most places?

MR. DIAZ: So the reason for that is the double-parking used to be a 36 -- $41 ticket. So that was changed by the County which we pushed to $120 ticket. So they will try not to double-park and park at the loading zone because the ticket for double-parking is $120.

So charging at the loading zone helps turn over the space quicker. And an added component to this, which I'll get into in the next slide, is targeted enforcement. That's a bad word there. It basically -- that's just enforce the loading zone realtime through cameras to remove the cars that do not belong there.

So one of the features that this adds to us, which helps us a lot, is being able to enforce the loading zone realtime to clear that space. Because a lot of times a regular Honda Accord or, you know, a regular vehicle parks there, and then the vehicle that wants to do delivery, you know, has nowhere else to park. And then sometimes they do double-park and they'll end up citing them.

So the goal of this is also to kind of push those vehicles that do not belong there out in a quicker time period. So today we're trying that through regular enforcement, but once Chapter 35 passes, then we can actually mail the citation to the vehicle that parked illegally in the loading zone. Again, it will help clear up the space and make the availability for the parking space.

Another thing is that the loading zones today have one or two spaces. So the goal for this is to get into our parking inventory so that loading zones space might be five or six spaces in certain areas. So that affects the revenue we generate from the regular parking spaces. So this kind of makes up for that lost revenue to be able to charge for the parking of the loading zone which today is a no charge.

MR. CASSEL: Thank you.

MR. DIAZ: This is an example -- this is right outside of our office, some of the testing cameras that we installed. So for this we were trying to

do, you know, proof of concept, you know, getting all the bugs worked out as far as sending e-mails when it triggers an alarm.

So in this area we have a lot of ADA vehicles that park there for a long period of time. So we were testing it to see if, you know, if the trigger after four hours, it sends us an alert. So the command center will get an alert via e-mail, and then we could dispatch an officer to the area. We're testing that now, but the goal would be for that to be automated. Again, to clear the loading zone quicker for the freight deliveries to be able to have a place to park.

MR. CASSEL: "Automated" meaning a camera would take a picture? A citation would be sent, not an officer would have to ticket?

MR. DIAZ: Correct. Today we have to dispatch an officer. They'll go to the scene, they'll issue the citation. Hopefully they get there when the vehicle is still there. If not, then the vehicle leaves. So this helps automate that.

And I think with the more -- I guess a more aggressive approach, it kind of keeps that area clear so that the spaces are available for the delivery vehicles to do what they have to do.

MR. CASSEL: Thank you.

MR. DIAZ: Next slide.

CHAIRPERSON REYES: Go back to that picture right there.

How does this work when you have -- especially this street? This is the street that you use for the arena, right?

MR. DIAZ: Yes.

CHAIRPERSON REYES: For loading the bus. So is that not the same area?

MR. DIAZ: Yeah. So the arena is a little bit more to the right.

CHAIRPERSON REYES: Right.

MR. DIAZ: So the arena, they actually rent spaces for that. So it's three spaces. So we would leave that alone unless --

CHAIRPERSON REYES: Okay. During that time?

MR. DIAZ: Yeah. But if there's a regular car parked there, which happens --

CHAIRPERSON REYES: A lot.

MR. DIAZ: -- even with the girder post --

CHAIRPERSON REYES: Yeah.

MR. DIAZ: -- even when they know that our officer's right there. So that would help us move those cars quicker so those buses won't double-park

also.

CHAIRPERSON REYES: Right. Because they do.

MR. DIAZ: And then they'll call -- Alex from the arena will call Victor and say, Hey, you know -- so all that will go away once we can enforce this.

CHAIRPERSON REYES: Yeah. Definitely on First in Downtown is a mess right in front of that bank, that Regions bank, there's double-parking there.

MR. DIAZ: Yeah.

CHAIRPERSON REYES: And then there's a -- and there's a bike lane --

MR. DIAZ: Correct.

CHAIRPERSON REYES: -- in between all of that.

MR. DIAZ: So this solution will catch the loading zone. It will catch the long-term parker, and it will also catch the double-parking which on the avenues will be crucial when we roll that out.

CHAIRPERSON REYES: Okay.

MR. DIAZ: This is a summary of what we spoke about pretty much.

Next slide.

Oh, going too far. Go back. I'm sorry. I missed the timeline.

So just real quick. The two things that are holding us back is the Chapter 35, once that gets passed, and also the challenge with FP&L. So FP&L, it's their light poles. So we've talked about how it's a challenge, and that's going to have to go through Tallahassee. And it's a long period of time before that can actually -- they allow us to actually put these cameras on the light pole.

So Automotus has found a solar-paneled solution that they're going to pilot with us. And if that one is successful, then we can kind of start installing more cameras on the street and not have to wait on the permit from FP&L.

CHAIRPERSON REYES: Roamy, how do you install in Pittsburgh? What did you use?

MR. VALERA: We used light poles.

CHAIRPERSON REYES: It wasn't a challenge there?

MR. VALERA: No. It changes by state, by municipality, so -- obviously, FP&L, it's a little bit more difficult to work with because, again, they're just a big-size company.

CHAIRPERSON REYES: Yeah.

MR. VALERA: Also there's, you know, some guidelines that they require. So we're going through that process.

The good news is, by the end of the year, we're going to have a camera that is solar powered, and, therefore, we won't need to tap into their resource. That will change things.

MR. JELKE: So where would you install it at that point?

MR. VALERA: But you still do it on the pole, but we won't have to tap in --

MR. JELKE: You won't have to connect.

MR. VALERA: Yeah.

CHAIRPERSON REYES: So the issue isn't attaching it to the pole. The issue is tapping into their meter.

MR. VALERA: Yeah, it's a metering. And the regulations of the metering, who gets to use it, you know, who pays for it, how it's paid for.

CHAIRPERSON REYES: Who's paying.

MR. VALERA: Yeah.

CHAIRPERSON REYES: Okay.

MR. DIAZ: And then the next one. This is a lot quicker. So this is the EV chargers that we installed for the fleet. It's a picture of the EV charging.

Go to the next picture, Henry.

Well, we took a picture. If you want to go to

the 10th floor, the ten chargers are there. And we have a picture of the chargers with no vehicles, and then a picture with the vehicles being charged of our fleet.

So the solution was selected by Jeffrey. It's RFID. You can use a phone to tap it. So it's only our staff can use it. It meters it, it times, lets us know how much battery charge was given, which vehicle, and then whatnot. And so we can track that. And then it kind of helps us gauge if we need more or how to program for more electric vehicles in the future.

CHAIRPERSON REYES: So this is not for public use?

MR. DIAZ: No. It's only for our fleet. It's on the 10th floor where our fleet parks. They did a really good job. It looks really nice.

CHAIRPERSON REYES: And why wouldn't we do the same for the public? Is this just a private --

MR. DIAZ: Yeah. So public we have a contract with Brickell Energy, and they use a charge point charger. So we use them for the public consumption.

CHAIRPERSON REYES: And are these -- the installation of this, was it new installation that

you needed to bring in all new infrastructure, or was it already connected and you were able --

MR. DIAZ: No, no, no. So they had to bring in a whole new infrastructure. There's two big panels there for the power to run new conduit. They ran it from the 11th -- from the penthouse -- from the roof to the 10th floor. There was a lot of drilling that staff let us know that there was drilling going on during the daytime to get this project done. But, yeah, they had to basically put a power outlet and a big breaker there as well. It looks real nice, if you have two seconds to check it out.

CHAIRPERSON REYES: Okay. Anything else?

Very nice. I like the update. Thank you.

Anything else from the board?

MR. JELKE: Just a quick OCD thing for me. The Doral revenue page, when you go down to monthly permit activations -- I'll show it to you later. But it's basically -- you have the Excel is like formatted for dollars when it's an actual number, not a dollar.

MR. DIAZ: Okay.

MR. JELKE: Just that. That's it.

CHAIRPERSON REYES: Anything else other than

Tom's OCD?

All right. Is there motion to adjourn?

MR. JELKE: So moved.

MR. WILMOTH: Second.

CHAIRPERSON REYES: All those in favor say "aye."

MR. JELKE: Aye.

MR. CASSEL: Aye.

MR. WILMOTH: Aye.

CHAIRPERSON REYES: Aye.

Thank you, everyone.

(Thereupon, the meeting was adjourned at 9:10 a.m.)

CERTIFICATE

THE STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, Julia Y. Alfonso, RPR, FPR-C, do hereby certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor relative or employee of such attorney or counsel, nor financially interested in the foregoing action.

Dated this 31st day of July, 2024, Miami-Dade County, Florida.

Julia Y. Alfonso

Julia Y. Alfonso, RPR, FPR-C

TO:	Honorable Chairperson and Members of the Off-Street Parking Board
FROM:	Alejandra Argudin, Chief Executive Officer, Miami Parking Authority
SUBJECT:	Procurement of Curb Management Goods & Services from Blinkay, USA, LLC – Piggyback with Sourcewell Contract #120423
DATE:	September 4, 2024

After advertising and issuing Request for Proposals #120423 for Curb Management Technologies with Related Services on October 19, 2023 ("RFP"), Sourcewell, a national cooperative purchasing organization, formerly known as National Joint Powers Alliance[1], entered into Contract number 120423-BLKAY with Blinkay USA, LLC, on January 17, 2024 ("Sourcewell Contract"). The Sourcewell Contract, effective until January 15, 2028, is attached for your reference.

In order for the Miami Parking Authority ("MPA") to continue to meet the community's parking needs through innovation, staff researched curb management technologies which will benefit the public and our operations. Blinkay USA, LLC ("Blinkay") is a full-service company which offers parking management services, including app payment, permitting, reservations, and enforcement. On July 22, 2024, Blinkay provided MPA the attached Quotation No.Q20240610 for a turn-key upgrade of MPA's current ticket issuance hardware and ticket issuance enforcement software, including interfaces for parking rights ("Quotation").

Pursuant to Section 18-113 of the City of Miami Procurement Code, the MPA may participate in cooperative purchasing agreements for the procurement of any goods or services.

Accordingly, MPA staff respectfully requests the authority to enter into an agreement with Blinkay USA, LLC, for the purchase of up to 100 software licenses and related goods and services pursuant to the terms of the attached Sourcewell Contract for a three (3) year term. Initially, MPA will purchase 77 subscription and necessary services, as reflected in the attached Quotation and below:

[1] The National Joint Powers Alliance (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute section 123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its members. Eligible membership and participation include states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations. NJPA became Sourcewell on June 6, 2018. The Miami Parking Authority became a member of Sourcewell on June 25, 2019, in accordance with Section 18-113, of the Code.

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com
T 305.373.6789
F 305.371.9451

Yearly	Year 1	Year 2	Year 3	Total
SOFTWARE SUBSCRIPTION	$63,725	$63,725	$63,725	$191,175
HOSTING	$0	$0	$0	$0
TICKET STOCK	$32,000	$32,000	$32,000	$96,000
HARDWARE	$112,189			$112,189
HARDWARE WARRANTY	$0			$0
PROFESSIONAL SERVICES	$13,000			$13,000
TOTAL	**$220,914**	**$95,725**	**$95,725**	**$412,364**

If and when the need arises, MPA may purchase additional licenses, not to exceed a total of 100, pursuant to the terms of the Sourcewell Contract.

Furthermore, MPA staff seeks concurrent authority to allow the Chief Executive Officer or her designee, to do all things necessary to effectuate the provision of services, including the right to negotiate and execute all other documents, related agreements, amendments, renewals, extensions, and modifications, subject to allocations, appropriations, and budgetary approval having been previously made, without the necessity of subsequent Board approval. Any such document shall be subject to legal review prior to execution of the parties.

Quotation

Blinkay USA LLC
2706 Alternate 19 North
Palm Harbor, FL 34683
Phone: 813.695.0274

Customer
Miami Parking Authority
40 NW 3 ST Suite 1103 • Miami, FL 33128
Phone: 305-373-6789

Ship To:
Miami Parking Authority
40 NW 3 ST Suite 1103 • Miami, FL 33128
Phone: 305-373-6789

Quotation No.:	Q20240610
Quotation Date:	July 22, 2024
Expiratoin Date:	120 days after the Quotation Date
Sales Manager:	Carlos Arroyo

Customer:	MPA
Contact:	Humberto Escandon
Phone No.:	305-373-6789 ext. 243
Customer Em	hescandon@miamiparking.com

Project Summary:
Upgrade current ticket issuance hardware and ticket issuance enforcement software including interfaces for parking rights and interface to Miami Dade County processing system.

Topic: Miami Parking Authority Blinkay Enforcement with Interface to Miami Dade County

Item	Description	Qty.	Discount	Disc. %	Sales Price	Amt	Sourcewell Desc	Sourcewell Price
SOFTWARE SUBSCRIPTION								
	B.Ticket Issuance Software License	77			**$425**	$32,725	b.ticket Android license per device, per year	$650.00
	Blinkay Ticket Server module	1			**$10,000**	$10,000	YEARLY SUBSCRIPTION	$10,000.00
	Blinkay Suite Platform	1			**$2,500**	$2500	Blinkay Suite Platform	$2,500.00
	Blinkay Interface with Flowbird	1			**$4,500**	$4,500	Standard Web services with API documentation	$4,500.00
	Blinkay Interface with Pay by Phone	1			**$4,500**	$4,500	Standard Web services with API documentation	$4,500.00
	Blinkay Interface with MPA e-permit	1			**$4,500**	$4,500	Standard Web services with API documentation	$4,500.00
	Blinkay interface with County (push tickets issued)	1			**$2,500**	2500	Batch interface with scheduled frequency to import or export data	$2,500.00
	Blinkay interface with County (receive scofflow, infractions list)	1			**$3,500**	$2500	Batch interface with scheduled frequency to import or export data	$2,500.00
HOSTING								
	Blinkay Hosting on Azure Infrastruction	1			**$0**	$0		
TICKET STOCK								
	Ticket Media Paper stock rolls	4000			**$8.00**	**$32,000**	TWO TECHNOLOGIES N521 – 3 INCH THERMAL TICKETS	$8.00
HARDWARE								
	Ticket Issuance 1 piece device with printer * Scanner optional (extra 325) * Dock included * Excludes smartphone, supplied by MPA IT (S23 or S23 Ultra) * includes spare battery * includes hand strap * includes carrying case	77			**$1,457**	**$112,189**	2 piece or 1 piece Handheld enforcement officers Kit	$1,746.00
HARDWARE WARRANTY								
	Extended Warranty (3 years)	77			**$0.00**	**$0**	Includes a 3 year warranty on equipment	Incl.
PROFESSIONAL SERVICES								
	Server Setup	1			**$10,000**	$10,000	Design/Implementation (PS)	$10,000.00
	b.ticket Issuance Setup	1			**$2,500**	$2,500	B.Ticket Issuance (PS)	$2,500.00
	Project Management	20			**$0**	0		
	Shipping estimate	1			**$500**	$500		
TOTAL BY SECTION								
SOFTWARE SUBSCRIPTION						$63,725		

HOSTING	0
TICKET STOCK	$32,000
HARDWARE	$112,189
HARDWARE WARRANTY	$0
PROFESSIONAL SERVICES	13000
Discount	
Subtotal	$220,914
Taxes	0
Total	$220,914

Yearly	Year 1	Year 2	Year 3	Total
SOFTWARE SUBSCRIPTION	$63,725	$63,725	$63,725	$191,175
HOSTING	0	0	0	0
TICKET STOCK	$32,000	$32,000	$32,000	$96,000
HARDWARE	$112,189			$112,189
HARDWARE WARRANTY	$0			$0
PROFESSIONAL SERVICES	13000			13000
TOTAL	$220,914	$95,725	$95,725	$412,364

Sourcewell

Solicitation Number: RFP #120423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blinkay USA, LLC, 2243 Highwood Court, Dunedin, FL 34698 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Blinkay USA, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 77DC026AFB484E8...
By: ______________	By: ______________
Jeremy Schwartz	Paolo Barsanti
Title: Chief Procurement Officer	Title: Director of Operations
Date: 1/17/2024 | 2:22 PM CST	Date: 1/17/2024 | 12:59 PM CST

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name:	Blinkay USA
Does your company conduct business under any other name? If yes, please state:	FL
Address:	2243 Highwood Ct Dunedin, Florida 34698
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Submission Details

Created On:	Thursday October 19, 2023 07:55:37
Submitted On:	Monday December 04, 2023 11:09:33
Submitted By:	ryan bonardi
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Transaction #:	91206cc9-72ab-46d7-baac-937469935ee8
Submitter's IP Address:	72.184.232.221

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	BLINKAY USA, llc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All equipment, products, or services included in the Proposal are built and serviced through BLINKAY USA, llc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	BLINKAY, BLINKAY USA, BLINKAY MOBILITY, Integra Parking
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Blinkay USA, LLC Unique Entity Identifier is: RAWGD67FWE29
5	Proposer Physical Address:	2243 Highwood Ct. Dunedin, FL 34698
6	Proposer website address (or addresses):	www.blinkay.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mr. Paolo Barsanti - Director of Operations 2243 Highwood Ct., Dunedin, FL 34698 PBarsanti@blinkay.com 727-244-2190
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mr. Ryan Bonardi - Director of Sales 2243 Highwood Ct., Dunedin, FL. 34698 RBonardi@blinkay.com 813-695-0274
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Blinkay is a privately owned family business, founded in 2012, in Austin, TX. We have built the company by establishing an outstanding reputation across the world wide parking industry . The company has the current capacity to take on the scope of need for any new permit program purchased through any signed contract with Sourcewell, without the need for company expansion; the same is true for any and all peripheral offerings contained in this response. Ownership is made up of two individuals and a corporate entity. The individuals who own Blinkay are Blinkay Mobility, the parent company. Carles Arroyo, CEO/Founder, and investment group, doing business as Brandon Levey Investments, LLC. Over the past 13 years, and by surrounding ourselves with competent experienced people and partners with many years of experience, we have been able to adapt to the evolving smart parking industry and remain a leader. Blinkay can now boast over many years of experience in developing successful smart parking technological solutions Blinkay offers innovative, high-performance technological solutions for the parking mobility sectors with regards to digital payments, smart meters, enforcement, towing and environmental monitoring in a unified platform, all programmed/built/installed directly by Blinkay. Our platform allows the city to scale with our modular solution platform by selecting components that meet their priority. Blinkay's programming/development teams have decades of experience with deploying large smart-parking solutions, particularly the deployment of complex permit platforms. Our senior and experienced staff have worked on projects in some of America's largest cities, e.g. Washington D.C., Baltimore, MD., Minneapolis, MN. and Pittsburgh, PA., to name just a few. The depth of our teams, their parking achievement and their knowledge of permit platforms sets us apart from other vendors. We therefore want to present Fort Worth with detailed resumes of our employees who will be part of Fort Worths' rollout of the Online Permit System delivery. Experience on Similar Projects: Please review our references. Blinkay has extensive experience in the deployment of platforms allowing the purchase of parking passes. Recent deployments of similar projects are summarized below. Blinkay has established partnerships, located in the Fort Worth Metropolitan area that will handle and fulfill the expressed needs of the city, pertaining to Sub-contractors. Blinkay will use subcontractors for the ongoing local office account needs, specifically, we will be renting their office space . This will be the business address that is accessible in person, and email within 3 miles of the Fort Worth Central Business District to optionally allow residents the ability to pick up printed permits.	*
11	What are your company's expectations in the event of an award?	With any award, Blinkay will stand ready to assist any procurement office that wishes to use the applicable Sourcewell contract pricing and terms. Once contacted by an interested party, Blinkay will act according to all commitment's made in this response, including any and all established contract provisions.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Blinkay has the financial wherewithal to accept and deliver on all products offered and ordered. Please refer to Step 2 of this response, the documents section of the response, to review Blinkay's financial statements and related information.	*
13	What is your US market share for the solutions that you are proposing?	Blinkay Mobility has opened our offering in 11 countries and in 2022 made the strategic move to enter the US market. To date; Blinkay USA has been awarded two contracts; One in Gloucester MA, which is a version of our permit/reservation system. The second contract is with The city of Salt Lake City, UT. This contract is for 260 of our Chrono meters.	*
14	What is your Canadian market share for the solutions that you are proposing?	Blinkay Mobility with 100% owned Ticket Tracer Corporation has been doing business in Canada for 30+ years. We currently have 40+ cities using the Blinkay platform from Montreal QC, Ottawa ON, Toronto ON, Banff AB.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Blinkay has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Blinkay USA is best described as a full service and company owned provider of all our parking management offerings which include the Chrono meter, which we produce within our company, along with our software systems offerings, like phone app payment, permitting, reservations and enforcement. All Blinkay offerings are developed with internal staffing, and all support teams are Blinkay employees.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Since we provide solutions world-wide, we have the following certifications for our platform: * ISO 27.001 * PCI for all payment processing with USA and Canada processors * To maintain our certifications, we produce monthly vulnerability scans on our infrastructures. We also execute PEN tests every 6 months, in order to maintain our ISO 27.001 certification • ADA compliant. • CE - UL/CSA certified. • UNE 12414, IEC 60950-1 and IEC 60950-22. • Mechanical resistance: IK10. • Degree of protection: IP54N.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/a, nothing of the kind has or is happening to Blinkay.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our CTO Sergio Mastronardi has received many awards from the IPMI organization such as: * 1st pay by plate real-time enforcement solution with Pittsburgh Parking Authority * 1st installation to meet vision zero policy in Washington DC regarding bike lane enforcement * Successful beach parking pass in Gloucester, MA recognized by the Florida Parking Association Our Director of Operations Paolo Barsanti received: * The 40 under 40 award from NPA, Class of 2018	*
20	What percentage of your sales are to the governmental sector in the past three years	For USA and Canada, the average percent is 80%	*
21	What percentage of your sales are to the education sector in the past three years	We have a small percentage of satisfied education customers using our parking platform, which includes Blinkay Chrono smart meters, Blinkay App phone app, Permit customers and more. Customer accounts include: Concordia University, in Montreal, QC University of Adelaide, in Australia	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contracts with government agencies are the following: * Gloucester MA USA - $60,000 * Salt Lake City, UT, USA - Just signed contract - Contract value of next three years is $2,500,000 * Banff, AB, Canada - $250,000 * Canmore, AB, Canada - $200,000 * Vaughan, ON, Canada - $15,000 * Cambridge, ON, Canada - $45,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Blinkay has no federal contracts in place at this time.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Gloucester, MA Type of Services Provided: Custom Blinkay.Permit Solution, deploying a virtual parking pass and reservation system.	Ryan Knowles Director of Information Services	978-325-5255 / rknowles@gloucester-ma.gov	*
Canmore, Town of Solutions installed are Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non-residential Permits & Visitor passes)	Danielle Liwanag-she/her Parking Coordinator	403.678.8932 / danielle.liwanag@canmore.ca	*
CABA (City of Buenos Aires) Solution installed is an on-street parking installation of 80.000 spaces all managed with Blinkay.Technology: Pay by Phone (Blinkay.App), Blinkay.Ticket, Blinkay.Suite and and Blinkay.Permit (Residential)	Tadeo Bello Operations Manager	(+54)91132023581 / tbello@buenosaires.gob.ar	*
GardaWorld Corp. Solutions installed are: Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non-residential Permits & Visitor passes)	Eric Sasset Director of Parking	+1 (438) 521-4364 sasseteric@gmail.com	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Gloucester, MA	Government	Massachusetts - MA	Permit/Reservation Portal	62,000 for first summer season (3 months total)	City's revenue totaled $1,900,000 - first summer season, over 90 day period.	*
Town of Canmore, Alberta	Government	AB - Alberta	Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non residential Permits & visitor passes)	1,500,000 over the last two years	Town's revenue totaled $4,500,000 - last two years total	*
Banff, Alberta	Government	AB - Alberta	The Blinkay Solution includes Chrono Meters, Phone app, Residential free parking.	This includes 780,000 transactions per year.	City's revenue totaled $11,000,000 - last three years	*
Rimouski QC CANADA	Government	QC - Quebec	The Blinkay Solution includes: Chrono Meters, Phone app, Enforcement, LPR, Permits.	450,000 payment transactions over the last three years. There were also 25,000 enforcement transactions over the last three years.	City's revenue totaled $420,000 over the last three years.	*
Concordia University Montreal QC CANADA	Education	QC - Quebec	The Blinkay Solution includes Chrono Meters, Phone app, Enforcement, Permits.	This includes 81,000 payment transactions over the last two years. and 19,200 enforcement transactions, over the last two years.	The school's revenue totaled $500,000 over the last two years.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Currently we have a sales team of 4. As we build momentum in the USA, we will be growing the sales force, but to greater extent the support staff. We believe our current customer base will (history has proven) become a "salesforce" for Blinkay, by providing the market with their Blinkay success stories, and the mutual benefits associated with a Blinkay partnership.
27	Dealer network or other distribution methods.	Blinkay North America has the following corporate structure: * The USA team of 4 and expanding to 8 resources in 2024. We recently opened our offices in 2022; In the USA the focus covers business development, account management, manufacturing, level 1 support and level 2 field engineering services. * The Canada team of 8 resources and expanding to 12 resources in 2024, we have been operating since 2022. In Canada the team does business development, account management, software engineering, level 1 support and level 2 field engineering services. * The Argentina team has 4 resources and is expanding to 6 in 2024; The Argentina team mainly does software engineering for world-wide projects including USA & Canada. * The Spain headquarter team of 20 resources and expanding to 25 in 2024. The Spain team does world-wide marketing, business development, account management, software engineering, level 1 support and level 2 field engineering services. * Our Partner dealer GardaWorld with headquarters in Montreal and officers worldwide and has 132,000 professional employees world-wide. They are responsible for direct selling in Canada, and will expand to the USA and other countries in the coming years; They have a control center for 24hr monitoring and support. All level 1 issues are reported directly to the GardaWorld Control Center.
28	Service force.	Our service force covers the following: * Training: All installations of our Blinkay modules come with extensive training with key stakeholders, allowing the city users to have full control of the platform. * Level 1 Support Resource: Once the customer is transferred to support, all issues will be reported via tools that are accepted by both parties. The tools can be Zendesk or JIRA, allowing both parties to monitor and have metrics for all issues reported and resolved. * Level 2 Field Engineering: All implementations and configuration will be handled by a field engineer who will validate with the city user. This process is started in a pre-production environment, once accepted by stakeholders, it will follow a production soft launch. Once the soft launch is perfect, then full production launch is enabled. Our Level 2 resource is committed to the project implementation until user acceptance sign-off is completed. * Project Management: All new projects will be assigned a project manager where project plans are reviewed, and action plans are reviewed at regular frequency allowing all stakeholders to meet the estimated target date for implementation. * Software Engineering: All requests that may be out of scope are developed by the engineering team. Workflows, UX design and use cases will be provided to the customer to make sure that it can be reviewed and accepted before any development commences. All development done by our team is scalable where it can be enabled for the customer project, and disabled for other customers since out solution is multi-tenant ready per country. * Account Management: This resource will be in touch with the customer once a month to make sure everything is according to the customer's expectations. This resource will also plan and evaluate new initiatives that become a requirement by the municipality.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing will be handled by Blinkay. In the event the client is requesting some modifications to our standard offering these points will be outlined in our planning kick-off meeting. The requested changes will be outlined by the client, then reviewed by the Blinkay Project Management team. The Blinkay team will create a timeline for the proposed project then meet with the customer to review the scope of work and timeline for implementation. Blinkay will meet with the customer/client on a regular basis, weekly or biweekly, during the outlined timeline and at key milestones during the project, which will ensure all requirements are captured and implemented.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Level 1 – Help Desk • Answer phone / mail • Diagnostics of Incidents • Troubleshooting devices and network • System restores • Server setup basic configuration • Account setup configuration • Raise tickets if Incident not close within the day • Informed customer of closure of Level 1 ticket • Escalation / dispatch to Level 2. Level 2 – Field Engineering • Advance troubleshooting • Impex set-up • Client environment deployments • Problem replication / simulation • Database diagnostics • Units / Server log analysis • Units / Server crash - Data recovery • Informed customer of closure of Level 2 & Level 3 tickets • Escalation / dispatch to Level 3. Level 3 – Product Engineering • New features or fixes requiring code changes • Advance configuration setting • System analysis and advanced server diagnostics and support. Levels of Severity and Response time. Severities for all Incidents will be jointly classified by the Client & Blinkay under one of the following classifications: Level 1 - CRITICAL: Critical: Severity Level 1 is considered Emergency Level causing disastrous consequences for the system .E.g. Major breach of the software or a complete stop of the system which ceases normal operations, major failure, critical loss of data, critical loss of system availability, critical loss of security, unable to start the application, critical loss of safety, etc. *System cannot be used until the issue is resolved. Level 2 - HIGH: Major problem that disrupts operations during a critical business period causing very serious consequences for the system. E.g. A function is severely broken, cannot be used and there is no workaround. 50% of the active users are not able to use the System to write tickets. System fails to produce tickets in accordance with the approved format. Level 3 - MEDIUM: Defects causing significant consequences for the system. A defect that needs to be fixed but there is a workaround, e.g. a mobile device is not responding. Unable to generate reports, change of non-critical system settings. Level 4 - LOW: Defects causing non critical issues. Easy to recover or workaround, e.g. error messages misleading, request for information.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Blinkay is willing and able to provide all offered products and services to all of Sourcewell's participating entities. Blinkay is careful to work with customers and forecast purchases ahead of time. At any one time Blinkay keeps a contingent of hardware in stock so surprise orders may be quickly fulfilled. Blinkay builds the meter, and manufacturers the housing in the United States, so we control the means of production and can assure any customer of Sourcewell will get their products as described, and on time.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blinkay is willing and able to provide all offered products and services to all of Sourcewell's participating entities. Blinkay is careful to work with customers and forecast purchases ahead of time. At any one time Blinkay keeps a contingent of hardware in stock so surprise orders may be quickly fulfilled. Blinkay builds the meter, and manufacturers the housing in the United States, so we control the means of production and can assure any customer of Sourcewell will get their products as described, and on time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Coverage of all parts/provinces/territories of Canada, and every state in the USA, are included in this offering.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcewell entity sectors that Blinkay will not sell/install/service in, including government, education, not-for-profit entities' and the like.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Blinkay will be promoting our Sourcewell offering through LinkedIn, within RFP responses, tradeshow fliers, industry periodicals, and the like. Sourcewell should recognize that Blinkay has recently entered the US market place, which means our potential relationship to Sourcewell is much more powerful, and a force multiplier to our marketing plans. Blinkay will be focused, and expects an attractive percentage of our new business will come from this Sourcewell relationship as we successfully launch new projects across the USA and Canada. The value to Blinkay with this type of contract is strategic to our recognition in the USA, and having a partner with the proven technologies in 11 other countries will hopefully be attractive to Sourcewell.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Blinkay uses many platforms to "get the word out" about Blinkay, our partners and how easy we can make the purchasing process move along, especially now that we can offer our products and services through Sourcewell. LinkedIn is widely used within the parking industry and it is where marketing focus will mostly be used. Secondly, we will promote the Sourcewell relationship on our website, at trade shows, during webinars and during in-person meetings with software offerings in phone app payment, permitting, reservations, and enforcement. All our offerings are developed with internal staffing, and all our support teams are Blinkay employees. We also employ web-traffic monitoring companies, which are able to provide daily reports on who is visiting our site, and what they are reviewing. That capability allows Blinkay to focus our sales efforts on municipalities and the like that are focused on what Blinkay offers, which means Blinkay talks to more people on a daily basis that are in the "research and/or buying mode" of the process, and already have been "introduced to the Blinkay name and offering".	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If Blinkay is awarded a Sourcewell contract/partnership, we will immediately leverage the Sourcewell name, and begin to promote what the relationship means to Blinkay and what it can mean to any potential customer class in the US and Canada. Blinkay has offices in the US and Canada, so the contract will reach the entirety of Sourcewell's intended audience. Blinkay sees Sourcewell as a conduit to get a needed purchase completed in the fastest time possible. That action only comes after Blinkay has provided the sales effort, found a buyer who wants to circumvent a formal bid/rfp process and then Blinkay directs the prospective customer to Sourcewell. Blinkay will then "hold their hand" throughout the Sourcewell purchase process. Blinkay sees Sourcewell as the entity that helps facilitate the sale, answer questions and be of general support to Blinkay. In summary, we do not expect Sourcewell to bring customers to Blinkay, but instead we expect to bring customers to Sourcewell. The final point; Blinkay's strategy to enter the US market, after successful launches in 11 other countries, brings a unique partnership to Sourcewell. Our technology has been proven successful, so adding the Sourcewell partnership will provide a higher value to Blinkay than other companies already embedded in the US market.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Blinkay works one-on-one with each customer, whether its their first or 10th order. With the simplest programming need, there is still a need for open and clear communications so particular needs are revealed and properly addressed before any GO LIVE date.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A well trained client is the best guarantee for success.Training pricing is within the Pricing file, which has been uploaded to the Sourcewell portal. To be clear, Blinkay will provide initial onsite training at no additional cost. Yearly renewal training can also be had, and is detailed in the Pricing section . VALUE ADDED Benefits of the Blinkay Solution may be found in the UPLOAD ADDITIONAL DOCUMENTS SECTION of Step 2	*
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	Safety is of paramount importance to Blinkay. We use "safe" hardware, we use "safe" software, "safe" communications, and most importantly we allow the patron payment process to be simple, fast and accurate, which promotes physical safety since we limit the time a patron must stare at a screen or using the meter, because both are very fast and easy to use, which allows the parker to move on quickly from the transaction. Blinkay's suite of solutions offers safety of the electronic transactions, because we are PCI certified. In summary our entire parking management offering provides safety in the manner it expedites all transactions.	

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	RATE ENGINE: One of the key modules of the Blinkay Suite® platform is the module called rate engine which allows: * Centralize the rates for all payment elements: multi-brand parking meters and mobile payment app(s) so that all of them consult the rates for said module in real time. * Receive all payments from different systems: multi-brand parking meters, mobile payment app(s) or web portals. * Receive queries from surveillance app(s), surveillance vehicles and/or fixed cameras on the parking status of a vehicle. * Receive payments for claim overrides from multiple sources * Manage resident rates: monthly and/or annual subscriptions, renewals and the use (if configured in this way) of free newspapers during the day. * But Blinkay's rate engine is a dynamic engine that allows the operator to manage rates depending on basic parameters for city mobility such as: ** The occupation ** Pollution The Blinkay Suite allows back-office or municipality users to * view of all sensors on a map * view of standard or sensor parking meters * Pollution Enabled Sensors View REAL TIME OCCUPATION: Blinkay Suite is capable of calculating occupancy and availability in real time based on different input data. Availability can be made public to drivers or used by the city management team to manage optimal parking rates for zones. The solution allows real-time calculation of occupancy by zones, integrating the city's business rules, for example: loading and unloading zones, high turnover zones, reserved zones, residential zones, etc...) where the parameters of input are: Payments made at the parking meter and application Parking sensors controlled directly by parking meters for specific areas. Vehicles equipped with LPR and military GPS. Blinkay Technologies is capable of correcting the GPS error with the use of NFC technology installed at key points on the street or by comparing the parking fee payments associated with the meters. Our proprietary algorithms collect historical data, current meter transactions, current mobile payment, current LPR data readings, current tickets issued, and determine occupancy with high accuracy. Using the GIS layer of the city, the Blinkay Suite engine can overlay key occupancy and availability data in real time. Rate engine based on occupation, pollution and vehicle type One of the key points of the Blinkay Mobility solution is our dynamic rate engine. Said module has been designed in such a way that it allows the City to share its use with other providers of parking meters, app(s) or monitoring and reporting systems. The reason for the integration of the rate engine with the surveillance systems is the functionality described in section 6.4. The city can easily manage the rates through coefficients that will be applied directly to the standard rate based on the degree of pollution and occupancy: RateCurrent = RateStandard (1+CoeOcupation)*(1+CoePollution) Blinkay Suite allows you to set a range for each sensor or occupancy range and configure the appropriate coefficients. In the Parking Meter part of Blinkay Suite, you will find the Dynamic Rate Engine module, which shows the existing configuration:

43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program: The SMART program was established to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems in order to improve transportation efficiency and safety. There are 8 categories of projects that are eligible, and the protects that Blinkay may participate in are ones that are used to carry out: Coordinated Automation and/or Systems Integration. The project only needs to related to one of the 8 project types, so we should be available for any of the eligible entities, including: * a State; * a political subdivision of a State; * a Tribal government; * a public transit agency or authority; * a public toll authority; * a metropolitan planning organization; and * a group of 2 or more eligible entities detailed above, applying through a single lead applicant.

44	Describe any technological advances that your proposed products or services offer.	The main technological advances our platform has is the following: * 1 unified database for all modules * min 3rd party integrations to reduce latency and failure points * Complete modular parking solution that covers Permit app on the web, Native Permit app on iOS, Native Permit app on Android, Hand Held Enforcement of Permits and other parking rights, Vehicle LPR Some VALUE ADDS are the following: SPECIAL EVENTS: Blinkay Suite has a module to issue coupons that can be redeemed in the permit app or parking meters or pay by phone apps. These coupons can be defined following different business rules, what we name as campaigns. For example, * being used only 3 times per week up to 10 uses or * being used only 2 times inside one zone every day for the holiday season * First free parking one time usage only * Or one free parking every 10 parking sessions that exceed xx dollars The reporting module allows the municipality to * Track the success of the campaign * What business rules are working for the campaign * Determine if municipality needs to issue more coupons or reduce the unused coupon float or terminate the unused coupons SCALABLE REPORTING TOOL Blinkay platform offers a range of dashboards and real-time reports that will allow managers/ decision-makers to do all needed analysis in order to take informed decisions., below some examples of available dashboards Blinkay can be tailored to its dashboard or reporting to the special needs of the customer. ELECTRIC VEHICLE MANAGEMENT The system allows the management of charging points of multi-manufacturer electric vehicles through different communication protocols: 232, 422 or Ethernet, turning the parking meter into an access point and electric vehicle charging management point. * Access by registration through connection to DGT for the vehicle category * Continuous monitoring of the charging post and its status in real-time using PX * Access management and payment with cards MUNICIPAL SERVICES + TOURISM MODE BLINKAY platform allows the town to provide parkers or tourists information about the town events or services. The app can be programmed easily from the Blinkay Suite to offer information about: * Where to sleep * Where to eat * town attractions * town transportation information (bus, train, subway maps) * What's nearby me * Town events or parking with promotional coupons. * The parker can access the town services from the main menu: * Blinkay Suite has a simple graphical interface that allows the town to create the list of services as a logical tree with folders and subfolders, and maintain it remotely thanks to the secure web services implemented in the Blinkay platform; ECO-FRIENDLY PARKING RECEIPT The Blinkay platform allows the municipality to redefine the old hardcopy printing receipt concept by reducing the use of paper without impacting the parker's experience. Because Blinkay is a real-time system and connected to the payment processor it can guarantee that all the payment parking rights are pushed in real time to any enforcement system and to the parkers email or smartphone; that is why parkers do not need a hardcopy parking receipt as proof of having a valid parking right session. Blinkay proposes by default the SMS/WhatsApp receipt option. The parker can override this option. The digital receipt is promoted by adding an extra advantage for the parker: they will receive an SMS before their permit parking right expires.

45	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Blinkay has two distinct deliverables that are "green": 1. We do not issue paper permits, all permitting is tied to the unique license plate information. The permit is for parking rights so the license info is perfectly ideal for enforcement needs. 2. Particulate Matter (PM) Sensors - The Chrono meter can come equipped with environmental sensors that can sample the air, understand the pollution status, and then adjust parking rates in the high pollution zone, with the intent to push cars out of the area, to let the PM dissipate to relatively safe levels. SUMMARY: An autonomous solar powered, highly reliable sensor to capture air quality, rain and noise data. Once the data is captured and centralized, in real-time, to the Blinkay Suite management may review the data point reports then take the required actions. The sensors may be placed inside the Blinkay Chrono.	*
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	With the permit/reservations system the benefit is immediate. Please go to the following link, to read a short article about the Gloucester Reservation Permit solution, and how it vastly reduces congestion, since no one tries to go to the popular beach lots unless they already have a reservation made. The action has greatly reduced the traffic, the frustrations of parking in a popular area, and of course the environment is helped because no extra cars are on the road trying to park only to be told to turn around and find parking elsewhere. https://www.bostonglobe.com/2023/06/16/metro/no-more-sweating-spot-beach/	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Blinkay, as an organization, specializes in design, development and manufacture of parking meters and design and development of parking management software and related applications, committed to quality and for the care of the environment and the safety and health of workers in their service provision and for this reason it has implemented an integrated management system based on the UNE EN ISO 9001, UNE EN ISO 14001 and UNE EN ISO 45001 standards. Integrated management is the tool for continuous improvement, as well as a key factor in the development of the organization.	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Blinkay is not a registered Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Blinkay offers a full menu of parking control options. All Blinkay solutions interface with each other, and we aggregate all data into our back-office, so decisions and needed actions may be made and recognized. No Blinkay customer must commit to Blinkay's full offering at once, but instead may scale their solution adoption over time, as their own needs require.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
50	Do your warranties cover all products, parts, and labor?	Yes, the warranty covers ALL product parts and software. (Note: Part breakage due to vandalism is not covered under the Blinkay warranty.)	*
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Blinkay provides 2 types of offerings. A majority are software based and are supported from a North American help desk, support team. The requirements to have a technician travel for our software offerings is not required. Our hardware offerings; Our Chrono multi-space meter comes with a 48 hour turn time for a replacement part to be shipped to the client. The client RMA process is simple and straightforward. Once the part request is made, the part is scheduled out to the client within 48 hours. We always recommend the client purchase a logical seed stock of parts that will allow for 100% up time for the meters. NOTE: If Blinkay believes a technician needs to be on site to correct an issue that cannot be resolved remotely. YES, Blinkay will be covering the cost to support the fix under warranty.	*
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Blinkay USA has the capability and scope to support both the USA and the Canadian market. Receiving support is explained in the previous answer.	*
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/a - Everything Blinkay is proposing to deliver will be covered under a warranty. The limits are hardware coverage for 13 months after the install date, and software is covered throughout the contract period and any extensions. Note: If it is required, warranty service's may be provided throughout the contract period. An extended parts replacement program fee is provided within the pricing section of this response.	*
55	What are your proposed exchange and return programs and policies?	Blinkay offers a "Parts Exchange Program". It is designed so the customer is never without a spare part, and may replace any defective part within minutes of the alarm being recognized. Blinkay ensures this timely response because we provide our customers with a a seed stock of spare parts, which the customer pulls from to replace a defective part. Then the customer calls or write Blinkay with the issue, Blinkay issues an RMA number and the customer has 2 weeks to mail back the defective part. Blinkay, after providing the customer with the RMA number will mail out a replacement part for the seed stock within 48 hours. The amount of seed stock is typically 2 meters worth of spare parts, or 5% of the install base"; whichever is greater.	*
56	Describe any service contract options for the items included in your proposal.	- End User Support- Blinkay can provide end user support through email or chat for the reservation / permit system. Blinkay will need to understand the requirements and then will be able to generate a quote for the services provided to the end users. We also offer extended warranty for the Chrono meters parts, at the City's option.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
57	Describe any performance standards or guarantees that apply to your services	Please refer to the Step 2 section of this response, in the Warranty Information section. Blinkay has provided a complete and comprehensive Service Level Agreement (SLA) document.	*
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to the Step 2 section of this response, in the Warranty Information section. Blinkay has provided a complete and comprehensive Service Level Agreement (SLA) document.	*
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	All data from Blinkay modules generate real-time transactions. The data is then consolidated into dashboards, whereby management can set metrics and goals to attain per hour, per day, per week or permit month data analytics. An example regarding permit performance is that we maintain exact count sold per day, and we automatically block sales when sold out. Another example, we can use dynamic pricing and reduce the permit price when the availability is very high.	
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	Our Blinkay solution offers the following feedback for curb data, such as meter transactions, phone parking transactions, ticket transactions, plate scans done by foot officers, vehicle LPR scans. All consolidated data allows us to predict future occupancy for the curb zones and calculate dynamic pricing to the agency in charge.	
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	We support the standard MDS protocol, and encourage all agencies to use these standards with vendors. Our team has developed more than 50 interfaces, with parking vendors world-wide, and we always connect to a 3rd party system or a city's in-house system using MDS protocol or proprietary API specification if they are not ready.	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Terms: Net 30 (negotiable) Payment Types: Credit Card, Bank Transfer, Cashiers Check, Business Check, P-Card	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Blinkay offers the purchasing partner all of what is asked for, and we will provide Leasing, Financing and Transactional pricing, so the customer will have multiple options and access points to the Blinkay solution.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	With our experience, we adapt to city standards and their contract documents. As an example, we have just accepted the standard contract of Salt Lake City.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes; we accept the P-Card. It is our assumption based on our offering, the P-card would not be used at any significant level, but nonetheless we do accept the form of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Blinkay will offer standard pricing discounted from our list prices. In the cases where the customer has requirements beyond the scope of our offering; we we provide an itemized quote and updated adjusted price (if applicable). Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blinkay will only charge the actual cost of freight to the customer, no more and no less. Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for these distinct regions are the same terms spelled out in the previous response; only actual freight charges will apply. Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	One unique method to ship the Blinkay Chrono meter parts is with our 48 hour response program. Our clients will request an RMA if a part is bad. Based on this RMA being issued, we will ship the replacement part within 48 hours, days before the bad part arrives from the client to Blinkay.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We will assign each Sourcewell account first with a Sourcewell Main account number, and the sub account number will be the actual client. Based on simply tagging the account number we will issue to Sourcewell all transactions tied to their account. This results in Sourcewell receiving new contract info, sales/invoices issued, even collections from the accounts. This data will allow total transparency to Sourcewell and allow your office to reconcile any information Sourcewell would like to confirm. Blinkay will also allow the Sourcewell audit team to visit annually to review any records we have to confirm our compliance.	*
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The key metrics for Blinkay is the customer's satisfaction level. We always meet with the customer to confirm scope and expectations, both technically and scheduling. These two metrics alone will have a large impact on customer satisfaction.	*
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	5% - As stated in other sections of this response; Blinkay sees this partnership as a potential to enhance our presence in the US market and as a result, sharing 5% of our gross revenues on all offerings accepted in our proposal is an overhead cost of real value to Blinkay.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Blinkay Reservation: A web application that allows your customers to pre book a parking session for your on or off street parking zones. Blinkay Permit: A web application allowing residents to apply for a residential permit via web portal. It supports many different types of permits and use case work flows. Blinkay app: Optimized to be used by customers to pay for curbside parking or off street parking. The app is available on the App stores, from Apple or Android. Also available in web portal (download free) Blinkay Suite: Blinkay's back office web portal which has all Blinkay offerings fully integrated into one web portal. Fully customizable reports and dashboards to view any data point of interest. All the rates are unified in one repository, which allows multiple vendors to work together towards the customer's goals. As value added, we include: Blinkay Ticket: Module uses an Android app to scan license plates using LPR technology. Officers are able to validate active or expired parking sessions and can issue digital citations or warnings. Blinkay ticket may be used by a foot officer or integrated with 3rd party vehicle mounted LPR cameras. The officers are able to view and print the citations using a zebra printer. Blinkay Chrono: Multi-space meter with a 10.1 inch LCD screen utilizing a multimedia interface to reduce transaction times. Completely made of 304 Stainless steel. Standard EMV card reader and an adjustable 360 degree directional solar panel. The meter is capable of running ALL enforcement types: e.g. Pay and Display, Pay by Space and Pay by License Plate.
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	B.Reservation, B.Permit, B.App, B.web portal, B.suite, B.Ticket and B.Chrono
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	Blinkay has a complete unified parking solution allowing the municipality to minimize the user integration requirements. When integrations are required with 3rd party systems, we have a preference to use real-time web services. If this is not available we will adapt to the interface specification available at the time of implementation. Our pricing supports batch interfaces, web service integration and advanced integrations. For infrastructure we are 100% certified with Microsoft Equinix and can scale the processing and storage. Pedestrians can use the smartphone for parking permit processing and hourly parking. We currently have over 1,000,000 subscribed users world-wide. For connected vehicles, our native Android and Apple applications will one day be part of the vehicle on screen processing for real-time connectivity with the driver. For bicyclists, we offer a simple process for enforcement, to make sure the drivers do not interfere with the bicycle lanes.
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	All private data will be protected. Any sharing of data must be on data that does not impact the privacy policies set by government agencies. For example in most data exchanges data like transaction id, start date/time, end date/time, vehicle plate, zone. To protect customer data, Blinkay is PCI DSS and ISO 27.001 certified. During the payment processing, we do not see, nor store the credit card information. We use tokens provided by the payment processor. We work with QSA consultants approved by the PCI organization to maintain our PCI certification. Our insurance covers cyber security attacks. Also using 3DS security payment processing allows the credit card to be safe when stolen.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	○ Yes ◉ No	
83	Sensors and cameras, including installation services.	○ Yes ◉ No	
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	◉ Yes ○ No	Once the specification can be provided, Blinkay will work up a quote for the development. Programming rates are listed in the Pricing Section Document that has been loaded into Sourcewell's portal.
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	◉ Yes ○ No	
86	Digitized permit systems, including dynamic pricing.	◉ Yes ○ No	
87	V2I technology with scalability.	○ Yes ◉ No	
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	○ Yes ◉ No	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 89. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Blinkay SourceWell Pricing sheet.pdf - Monday December 04, 2023 09:17:39
- Financial Strength and Stability - Financials BLINKAY Mobility 2021.pdf - Thursday November 30, 2023 09:13:05
- Marketing Plan/Samples - Blinkay Full Offering Marketing Flyers.pdf - Monday December 04, 2023 10:21:44
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Blinkay USA SLA Standard 2023.docx.pdf - Sunday December 03, 2023 15:49:45
- Standard Transaction Document Samples - Permit & Res - 9 Use Cases Screen Flows.pdf - Monday December 04, 2023 11:02:36
- Requested Exceptions (optional)
- Upload Additional Document - Value Added Blinkay Offerings.docx - Google Docs.pdf - Thursday November 30, 2023 14:33:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paolo Barsanti, Director of Operations, BLINKAY USA llc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ● **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	☑	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	☑	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	☑	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	☑	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	☑	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	☑	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	☑	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	☑	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	☑	2

TO:	Honorable Chairperson and Members of the Off-Street Parking Board
FROM:	Alejandra Argudin, Chief Executive Officer, Miami Parking Authority mc for AA.
SUBJECT:	Procurement of IT Network Aruba Hardware
DATE:	September 4, 2024

The Miami Parking Authority ("MPA") seeks this Board's authorization to purchase Aruba networking switches, pursuant to the attached Quote dated August 30, 2024, in the amount of $59,026.88 from ePlus Technology, Inc. ("Quote").

On July 10, 2024, this Board of Directors ("Board") approved the procurement of IT managed backup and recovery services via a piggyback onto Agreement UVA-AGR-IT-00178-ePlus between The Rector and Visitors of the University of Virginia and ePlus Technology, Inc., executed on February 20, 2020, which will be in effect until December 31, 2025 ("UVA Agreement"). The purchase and implementation of those services is underway.

As we continue to enhance and improve technology solutions, MPA staff identified a need to purchase two Aruba Networking Switches, and therefore sought quotes from multiple vendors for the hardware which is designed to simplify management of the enterprise network. Quotes were received in the amounts of $84,004.00, $80,418.86, $77,613.98. Additionally, staff requested a quote from ePlus Technology, Inc. ("ePlus") and received the attached, lower priced Quote from ePlus in the amount of $59,026.88 for the same product.

Pursuant to Section 18-111 of the City of Miami Code, the MPA may piggyback onto current contracts of other governmental entities when such contracts were entered pursuant to a competitive process.

As stated in the background information of the July 10, 2024, Memorandum to the Board from MPA's Chief Executive Officer, the University of Virginia requested proposals from firms to provide a broad range of technology products, services, and solutions by Request

40 NW 3rd St, Suite 1103
Miami FL 33128
miamiparking.com
T 305.373.6789
F 305.371.9451

for Proposals #RFP-UVA-00011-MW082019. ePlus was selected to provide the stated goods and services and entered into the UVA Agreement on February 20, 2020.

MPA staff respectfully requests the authority to again piggyback onto the UVA Agreement and issue a Purchase Order to ePlus for the amount of $59,026.88 for the purchase of the Aruba switches, pursuant to the terms of the UVA Agreement.

Furthermore, MPA staff seeks concurrent authority to allow the Chief Executive Officer or her designee ("CEO"), to do all things necessary to effectuate the provision of services, including the right to negotiate and execute all other documents, related agreements, amendments, renewals, extensions, and modifications, subject to allocations, appropriations, and budgetary approval having been previously made, without the necessity of subsequent Board approval. Any such document shall be subject to legal review prior to execution by the parties.

ePlus

Customer Name:	MIAMI PARKING AUTHORITY
Quote No:	23187616
Quote Name:	
Quotation Date:	08/28/2024
Sales Support Contact:	CARLA MAHAFFEE
Sales Support Phone:	910-679-3731
Sales Support Email:	CMAHAFFEE@EPLUS.COM
Account Executive:	James Woerner
Account Executive Phone:	9194257029
Account Executive Email:	James.Woerner@eplus.com
Customer PO No:	
Order No:	
Expiration Date:	08/30/2024

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes: Contract: UVA-AGR-IT-00178-ePlus, dated February 2, 2020
Terms: NET45
Lead Time: 2 weeks

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	R8P13A#ABA	HPE	ARUBA CX 10000-48Y6C FB 6F 2PS BDL U.S. - ENGLISH LOCALIZATION **Line Note:** 1 YEAR LIMITED WARRANTY	2	29,513.44	59,026.88
Totals						59,026.88

Shipping:
Packing:

Sub Total (USD):	**59,026.88**
Est. Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**59,026.88**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance	Bill To	Ship To
Signature: ______________________	MIAMI PARKING AUTHORITY	MIAMI PARKING AUTHORITY
Name: ______________________	40 NW 3RD ST. SUITE 1103	40 NW 3rd St
Title: ______________________	MIAMI FL 33128	Ste 1103
Date: ______________________	UNITED STATES	MIAMI FL 33128-1848
Customer PO #: ______________________	ACCOUNTS PAYABLE	UNITED STATES

NGDC P

AGREEMENT

#: UVA-AGR-IT-00178-ePlus

This Agreement is by and between The Rector and Visitors of the University of Virginia (the "University") and ePlus Technology inc ("Selected Firm"). This Agreement shall be effective on the last signature date of the signing parties.

TERM

The term of this Agreement will be in effect until December 31, 2025 with two 2-year renewal options. The University reserves the right to terminate this Agreement at any time by providing 30 days written notice to the Selected Firm.

WITNESS

By its Request for Proposal (RFP) #RFP-UVA-00011-MW082019, Technology Value-Added Resellers, the University requested proposals from firms to provide a broad range of technology products, services and solutions ("Goods and/or Services") to meet the requirements of the University and the Virginia Higher Education Procurement Consortium ("VHEPC") and its members (collectively the "University"). In response to the RFP, Selected Firm submitted a proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods and/or Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contents

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

A. Agreement Attachment A, General Contractual Provisions
B. Agreement Attachment B, Specific Contractual Provisions
C. Agreement Attachment C, Goods & Services / Pricing – Fees - Discounts
D. Agreement Attachment D, Statement of Work (SOW) Template
E. The RFP (by reference); and
F. Selected Firm's proposal in response to the RFP (by reference).

To the extent that the terms of this Agreement and/or the various Agreement documents are in conflict, the order of precedence shall be (i) this Agreement, (ii) the Agreement Attachments in the order they are listed above, (iii) the RFP, and then (iv) the Selected Firm's proposal in response to the RFP.

II. Specific Provisions

A. Goods and/or Services and Pricing/Fees/Discounts

The Goods and/or Services the Selected Firm may be requested to provide under this Agreement, to include the fee/rate structure/pricing methodology, are shown in Attachment C. Goods and/or Services will be provided on an as needed basis. As such, the University makes no guarantee that Goods and/or Services will be requested/purchased during the Term. The University and Selected Firm reserve the right to renegotiate the price of the Goods and/or Services as needed throughout the term of this Agreement. Any changes will be reflected in an updated / revised Attachment C. Selected Firm represents that the pricing set forth at Attachment C is comparable to contract pricing (not transactional pricing) offered to other state or local governmental entities in the U.S. that purchase substantially the same quantity Goods and/or Services from Selected Firm under the same or similar terms and conditions

B. Ordering Procedures

A proposal for Goods and/or Services must be specifically requested of Selected Firm by the University. When such Goods and/or Services are specifically requested, Selected Firm will prepare a quote and/or statement of work ("SOW") as applicable.

SOWs will be in a form substantially similar to the form described in Attachment 4, Sample Statement of Work, and will reference this Agreement. Unless otherwise agreed to by the parties, additional contractual provisions may not be introduced in the proposed SOW. In addition, the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, Services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm.

If the University desires to have Selected Firm provide the Goods described in a quote or Services described in a proposed statement of work, the University will issue a Purchase Order. The University Purchase Order shall be deemed to be accepted by Selected Firm within two business days after the Purchase Order is issued unless Selected Firm provides a notice of rejection to University.

C. Delivery/Shipping

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed. Normal delivery of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section D, above. Selected Firm(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation. Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered F.O.B. Destination, Full Freight Allowed (Selected Firm pays freight). Selection of a carrier for shipment will be Selected Firm's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member. Selected Firm shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

D. Defective Products

All defective products shall be replaced and exchanged by the Selected Firm. The cost of transportation, re-shipping or other like expenses shall be paid by the Selected Firm and in the case of certain, special orders, other reasonable charges may be paid by the Selected Firm as defined in the order or as otherwise agreed to by the Parties. All replacement products must be received by the University within seven (7) days of initial notification, when such products are in Selected Firm stock; if replacement product is not in Selected Firm's stock, Selected Firm will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the University and will ensure product is received within seven (7) days after Selected Firm's receipt of the product

E. Payment Terms

Selected Firm agrees to the following payment term. All payments will be made by check.

- ☒ Net 45
- ☐ .5% 30 / Net 45
- ☐ 1% 25 / Net 45
- ☐ 1.5% 20 / Net 30
- ☐ 2% 15 / Net 30

The Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode –X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options.

Contact Information:

- ePayables: 855-637-8396 or email at virginia@supplier-services.com
- Paymode-X: 800-331-0974 or www.paymode.com/universityofvirginia

NOTE: Each VHEPC Member may establish their own invoicing/payment terms and requirements with the Selected Firms as needed.

F. Membership Addendum

Each Member of VHEPC may negotiate their own Addendum with Selected Firm to meet specific Member requirements.

G. Reporting Requirements

If requested, the Selected Firm will provide purchasing data on all transactions. This data will include the following:

a. University Name
b. PO Number
c. Customer PO Number
d. Order Date
e. Invoice Number
f. Invoice Date
g. Vendor Part Number
h. Manufacturer
i. Manufacturer Part Number
j. Product Description
k. Product Category
l. UNSPSC Code
m. Quantity
n. Unit List Price
o. Unit Net Price
p. Extended Net Volume
q. Quote Number*
r. Contract Number
s. Software License Level*
t. Maintenance Start Date*

u. Maintenance End Date*
v. Media*

*if applicable

H. Contract Administration

1. Primary Administration: Individual University departments and VHEPC members are the point of contact for day-to-day operations under this Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement or price changes.

2. Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to a specific service or departmental / VHEPC members request through the VHEPC and University's Procurement & Supplier Diversity Service department, and specifically the individuals named below:

a. **VHEPC**
Ryan Balber
Director, VHEPC
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-297-6099; Mobile 217-649-9700
Email: rb7pq@virginia.edu

b. **University of Virginia**
Michael Warlick, Senior Buyer
Procurement & Selected Firm Diversity Services
University of Virginia
Carruthers Hall, 1001 N. Emmet Street
PO Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-8918; Email: warlick@virginia.edu

ACCEPTANCE

For the Rector and Visitors of the University of Virginia

DocuSigned by:
John McHugh
306C50E51C53410...

John McHugh, Interim Director
Procurement & Supplier Diversity Services

Date: 2/20/2020

For Selected Firm

DocuSigned by:
Steve Mencarini
730077432337F477...

Name: Steve Mencarini
Title: SVP
Firm: ePlus Technology inc
Date: 2/20/2020

ATTACHMENT A
GENERAL CONTRACTUAL PROVISIONS

A. Nondiscrimination

During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

D. Workers' Compensation and Employers' Liability

Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation requirements for insured or self-insured programs.

E. Drug-Free Workplace

Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

F. Information Technology Access

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at http://www.section508.gov. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Unauthorized Alien Use

Selected Firm warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

H. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

J. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in the

Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non- business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. University Registration

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

M. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

N. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

O. Indemnification

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

P. Termination

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. Non-Appropriation

Funding for any Agreement between the University and Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

R. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

S. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:

   Assistant Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

3. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.

4. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. Selected Firm may appeal the decision to:

   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.

6. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.

7. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

T. <u>Cooperative Procurement / Use of Agreement by Third Parties</u>
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

U. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

V. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

W. Small, Women-owned and Minority-owned (SWaM) Business Reporting

Selected Firm will identify and fairly consider SWaM firms for subcontracting opportunities when qualified SWaM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWaM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWaM business reports to:

Lorie Strother
SWaM Contract Administrator
Procurement and Supplier Diversity
Services E-mail: email: ljs8n@virginia.edu

The quarterly SWaM business reports will contain this information:

- SWaM firm's name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWaM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWaM firm as it relates to the University's account.

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

X. Goods and/or Services

During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

Y. Future Goods and/or Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Z. DELETED

AA. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and/or Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non- specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

DD. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. Data and Intellectual Property Protection

Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non-incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the Data Protection Addendum. Further, if Selected Firm will receive, create, or come into non-incidental contact with patient or University health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the Business Associate Addendum in addition to the Data Protection Addendum.

FF. Brand Standards

Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University by the Selected Firm. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at http:brand.virginia.edu or contact University Communications (brandguidelines@virginia.edu).

GG. International Traffic in Arms Regulations (ITAR)

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

HH. License Requirements

Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VHEPC member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

II. Governing Law

This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia.

JJ. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-though, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

KK. Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

ATTACHMENT B
SPECIFIC CONTRACTUAL PROVISIONS

A. Insurance

Listed below is the insurance the Selected Firm must maintain under as part of an Agreement. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with coverage for the following coverage:

☒	Premises/Operations	☒	Products/Completed Operations
☒	Contractual	☐	Independent Contractors
☒	Personal Injury	☐	Medical Payment
☐	Fire Legal Liability	☐	Underground Explosion & Collapse
☐	Additional Insured*	☐	Other

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

☐	Any Automobile	☒	Owned and Non-Owned Automobiles
☐	Garage Liability	☐	Transportation of Hazardous Substances
☐	Additional Insured*	☐	Other

Errors & Omissions:

The Selected Firm and any Subcontractor will maintain Errors and Omissions liability insurance of at least $1,000,000 per claim, providing liability coverage for the services to be provided.

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

B. Payment Terms

The University's standard payment term is **Net 45** unless the firm prefers one of the following early payment cash discount options. All payments will be made by check:

- .5% 30 / Net 45
- 1% 25 / Net 45
- 1.5% 20 / Net 30
- 2% 15 / Net 30

The University will compute the payment date from the date of delivery of goods at destination, after final inspection and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

In addition, the Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode –X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options. Contact Information: *ePayables*: 855-637-8396 or email at virginia@supplier-services.com. *Paymode-X*: 800-331-0974 or www.paymode.com/universityofvirginia

NOTE: Each VHEPC Member may setup their own payment terms with the Selected Firms.

C. UVA Marketplace / Electronic Procurement

If requested by the University, Selected Firm agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to Selected Firm's website. The University requires the following from its catalog suppliers.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use Jaggaer functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.
- Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- Provide an error message as connectivity interruptions arise.
- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

Selected Firm will:

- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- Negotiate freight terms for Marketplace purchases.
- Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system.
- Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

NOTE: Several VHEPC Members maintain / use an on-line ordering system operated by an e-procurement / e-commerce supplier (e.g., Jaggaer, eVA, Ariba). If requested by the VHEPC Member, Selected Firm will establish catalogs in one / all of these systems.

D. Energy Star Products

To the maximum extent practicable in providing the Goods and/or Services under the Agreement, Supplier shall provide products that earn the Energy Star rating and meet the Energy Star specifications for energy efficiency. Supplier is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

E. Virginia's Freedom of Information Act (FOIA)

This Agreement is governed by and subject to the Commonwealth of Virginia's Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University and its affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

ATTACHMENT C
GOODS & SERVICES / PRICING-FEES-DISCOUNTS

[See Standalone Excel Document]

ATTACHMENT D
Statement of Work Template

This Statement Of Work ("SOW") is prepared for ________________ *(i.e., University department/school/etc.)* and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: XXXXXXXXX) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided

2. Assumptions

3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

SELECTED FIRM

By: ________________________________

Date: ________________________________

SOW #: ____________________ (you may request this number be included on the PO)

Operations Report
June, 2024

ON-STREET	**(Actuals)**	**(Budget)**
On-Street Revenue	$3,185,730	$3,0036,034
Total Number of PAD's:	102	
Total Number of On-Street Spaces Citywide:	12,667	

PAY BY PHONE

Revenue	**Transactions**
$3,323,346	754,600
% of Revenue from PBP: 98%	

ENFORCEMENT

Total number of citations issued: 17,458
Revenue generated for the City of Miami: $395,111
Revenue generated for Miami-Dade County: $208,009

OFF-STREET

	(Actuals)	**(Budget)**
Parking Garages	$873,592	$450,797
Parking Lots	$897,596	$814,228

Facilities	**Monthly Customers**	**Transient Customers**
Garage 1	984	17,039
Garage 3	1,394	14,833
Garage 4	1,311	10,099
Garage 5	384	11,557
Garage 9	175	
Lots	1,760	

PERMANENT METER REMOVAL

	FY 23-24 (# of Spaces)
Private	11
City of Miami	
FDOT/County	
Upcoming Removals (Estimate)	
TOTAL	**11**

Number of Garages managed/owned by MPA: 5
Number of Lots managed/owned by MPA: 52
Numbers do not reflect garages or lots at Marlins Park, JHS or PARKS

Operations Report
July, 2024

ON-STREET	**(Actuals)**	**(Budget)**
On-Street Revenue	$3,254,030	$3,027,991
Total Number of PAD's:	102	
Total Number of On-Street Spaces Citywide:	12,621	

PAY BY PHONE

Revenue	**Transactions**
$3,513,025	800,974

% of Revenue from PBP: 98%

ENFORCEMENT

Total number of citations issued: $21,769
Revenue generated for the City of Miami: $410,263
Revenue generated for Miami-Dade County: $216,388

OFF-STREET

	(Actuals)	**(Budget)**
Parking Garages	$624,910	$433,917
Parking Lots	$911,407	$825,461

Facilities	**Monthly Customers**	**Transient Customers**
Garage 1	986	13,459
Garage 3	1,418	12,419
Garage 4	1,314	8,565
Garage 5	384	12,492
Lots	1,760	

PERMANENT METER REMOVAL

	FY 23-24 (# of Spaces)
Private	11
City of Miami	
FDOT/County	
Upcoming Removals (Estimate)	
TOTAL	**11**

Number of Garages managed/owned by MPA: 4
Number of Lots managed/owned by MPA: 52
Numbers do not reflect garages or lots at Marlins Park, JHS or PARKS

MIAMI-DADE COUNTY PARKS

KEY PERFORMANCE INDICATORS

JUNE/JULY 2024

Improving revenue year over year for Miami Dade County Parks (MDCP) is an important KPI. The parks bounced back after the initial impact of COVID-19. Weather conditions and dedicated enforcement are indeed significant factors that can affect park revenue.

Improve Efficiency

Goal: Reduce hardware

Actual: Reduced pay station inventory from 53 to 2. Two remain in Homestead Bayfront Park because of connectivity issues with certain cell phone providers.

Revenue

Goal: Improve revenue

Actual: Revenue has increased year over year post covid (2021-2023)

- Revenue recovered after initial impact of COVID 19
- Weather conditions affect revenue in a negative manner.
- Enforcement keeps compliance via the issuance of citations.
- Revenue and Citation data for 2024 is through July of the calendar year.

Year	2018	2019	2020	2021	2022	2023	2024
MDCP Rev	$5,253,942	$4,603,638	$2,863,362	$4,896,947	$6,123,274	$7,191,874	$ 5,023,157.00
MDCP Citations	18,454	6,356	3,259	11,145	36,957	24,108	20,127

CITY OF DORAL

KEY PERFORMANCE INDICATORS

JUNE/JULY 2024

Operations

Revenues

Goal: $980,000 in the first 14 months (June)
$1,050,000 in the first 15 months (July)

Actual: $1,043,738 in the first 14 months (June)
$1,131,594 in the first 15 months (July)
Percentage over or under projected goal (June): (7%)
Percentage over or under projected goal (July): (8%)

DORAL REVENUE

Month	Gross Revenue	MoM Reve Increase	Rev Benchmark	Rev vs. Benchmark
May	$1,192		$70,000	-98%
June	$51,200	4195%	$70,000	-27%
July	$66,932	31%	$70,000	-4%
August	$74,786	12%	$70,000	7%
September	$77,002	3%	$70,000	10%
October	$83,128	8%	$70,000	19%
November	$74,478	-10%	$70,000	6%
December	$87,661	18%	$70,000	25%
January	$82,629	-6%	$70,000	18%
Feburary	$84,574	2%	$70,000	21%
March	$96,494	14%	$70,000	38%
April	$90,986	-6%	$70,000	30%
May	$92,247	1%	$70,000	32%
June	$80,429	-13%	$70,000	15%
July	$87,856	9%	$70,000	26%

Citations

Projected: 2,400 per month
Actual: 1,808 per month (June)
2,263 per month (July)

Monthly Permits Activation (updated 8/29/2024)

FacilityCode	ServiceCode	Allocated	Used	PercentUsed
43010	Commercial Parking Permit	16	12	75%
43011	Commercial Parking Permit	30	30	100%
43013	Monthly Parking Permit	25	26	104%
43014	Monthly Parking Permit	5	5	100%
43015	Monthly Parking Permit	15	6	40%
43016	Monthly Parking Permit	15	3	20%
43017	Monthly Parking Permit	19	0	0%
43018	Monthly Parking Permit	10	3	30%
43012	Student Parking Permit	7	0	0%
43019	Student Parking Permit	40	19	48%

Customer Service

Goal: Minimize the number of inquiries and complaints by deploying goodwill ambassadors on the streets of Doral before and during the program kickoff.

Actual: An approximate number of inquiries from the Command Center and customer service were received

- Calls from command center1321
- Calls from customer service 974